



Temporary Seal

OFFICIAL AGENDA

Wednesday, September 10, 2003

7:00 P.M.

City Administrative Offices

**City Council
City of Miami Gardens**

**17801 NW 2nd Avenue, Suite 201
Miami Gardens, Florida**



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

City of Miami Gardens Administrative Offices
17801 N.W. 2nd Avenue, Suite 201
Miami Gardens, FL 33169
Wednesday, September 10, 2003
7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon, II
Councilwoman Audrey J. King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES: None Available**
- 5. AGENDA/ORDER OF BUSINESS (ADDITIONS/DELETIONS/AMENDMENTS):**
- 6. SPECIAL PRESENTATIONS:**

**6A) PROCLAMATIONS TO THE MEMBERS OF THE CITY OF
"NORTH DADE" CHARTER COMMISSION:**

**AL BREWSTER, CHAIRPERSON
PATRICIA BRAYNON, CO-CHAIRPERSON
WENDELL A. JAMES, JR.
EUTHERA NEAL
THOMAS G. MCGUIRE**

- 7. ORDINANCES FOR FIRST READING:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A GENERAL FUND OPERATING BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2003 AND ENDING SEPTEMBER 30, 2004; PROVIDING FOR POST AUDIT; PROVIDING FOR EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE. (INTERIM CITY MANAGER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DESIGNATING THE CODE OF ORDINANCES OF THE CITY OF MIAMI GARDENS; PROVIDING FOR DEFINITIONS AND ESTABLISHING RULES OF CONSTRUCTION FOR THE CITY CODE OF ORDINANCES; PROVIDING FOR THE REPEALER AND SEVERABILITY OF PARTS OF THE CODE; PROVIDING FOR AN EFFECTIVE DATE FOR ALL ORDINANCES; FURTHER PROVIDING FOR GENERAL PENALTIES FOR VIOLATIONS FOR CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (INTERIM CITY ATTORNEY)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO RULES OF PROCEDURE FOR THE CITY COUNCIL; REPEALING SECTION 2-1 OF ARTICLE 1, CHAPTER 2 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR PURPOSE AND INTENT; ESTABLISHING PROCEDURES FOR MEETINGS OF THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCIL MEMBER OSCAR BRAYNON, II)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO REIMBURSEMENT OF BUSINESS AND TRAVEL RELATED EXPENSES; PROVIDING FOR PURPOSE AND INTENT; ESTABLISHING GUIDELINES FOR THE REIMBURSEMENT OF EXPENSES; PROVIDING FOR VERIFICATION OF TRAVEL EXPENSES; PROVIDING THE CITY MANAGER WITH THE AUTHORITY TO ADOPT ADMINISTRATIVE PROCEDURES TO CARRY OUT THE PURPOSE OF THIS ORDINANCE; PROVIDING FOR PENALTIES

FOR FRAUDULENT CLAIMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR AN EFFECTIVE DATE. (INTERIM CITY MANAGER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DESIGNATING A PURCHASING AGENT; PROVIDING FOR INFORMAL COMPETITIVE BIDDING; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTERIM CITY MANAGER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO ZONING; ADOPTING CHAPTER 33 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, ENTITLED "ZONING"; ASSUMING JURISDICTION BY THE CITY COUNCIL OVER PLANNING AND ZONING DECISIONS; PROVIDING FOR CODIFICATION, ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE. (INTERIM CITY MANAGER)

8. ORDINANCE FOR SECOND READING:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A GENERAL FUND OPERATING BUDGET FOR THE FISCAL YEAR COMMENCING MAY 13, 2003 AND ENDING SEPTEMBER 30, 2003; PROVIDING FOR POST AUDIT; PROVIDING FOR EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE. (INTERIM CITY MANAGER)

9. RESOLUTIONS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MIAMI GARDENS AND VISTA BUILDING MAINTENANCE SERVICES, INC., ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MIAMI GARDENS AND HIGH PERFORMANCE DESIGN FOR AUDIO SERVICES, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT, SUBSTANTIALLY IN THE ATTACHED FORM, HERETO ATTACHED AS EXHIBIT "A"; WITH COLIN BAENZIGER AND ASSOCIATES; TO PROVIDE EXECUTIVE SEARCH SERVICES FOR THE POSITION OF CITY MANAGER; IN AN AMOUNT NOT TO EXCEED \$16,500; PROVIDING FOR AN EFFECTIVE DATE.

- 9D) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, CONFIRMING THE APPOINTMENT OF RENÉE S. JONES AND RICHARD E. MILLER AS SUPPORT STAFF TO THE INTERIM CITY MANAGER; AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS ATTACHED HERETO AS EXHIBIT "A" AND "B"; PROVIDING THE CITY MANAGER WITH THE AUTHORITY TO HIRE ADDITIONAL TRANSITIONAL SUPPORT STAFF ON AN AS NEEDED BASIS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RETAINING THE SERVICES OF MARY EAGLE ON A TEMPORARY BASIS TO PERFORM SELECTED DUTIES OF THE CITY CLERK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING RONETTA TAYLOR TO SERVE AS THE CITY CLERK OF THE CITY OF MIAMI GARDENS; PROVIDING THE MAYOR THE AUTHORITY TO NEGOTIATE A CONTRACT WITH THE CITY CLERK SUBJECT TO COUNCIL APPROVAL; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING "COEXISTENCE", AN INTERNATIONAL OUTDOOR ART EXHIBIT PRESENTED BY THE DADE COMMUNITY FOUNDATION'S MIAMI FELLOWS INITIATIVE AND MIAMI-DADE COLLEGE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING THE FLORIDA FTAA'S EFFORTS TO PROMOTE MIAMI AS THE NATURAL LOCATION FOR THE PERMANENT SECRETARIAT OF THE FREE TRADE AREA OF THE AMERICAS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

- 9I) PUBLIC COMMENTS – 10 MINUTES
- 10. REPORTS OF INTERIM CITY MANAGER**
 - 0A) TRANSITION STATUS
 - 10B) TRANSITION SERVICES – BELLSOUTH/MISCELLANEOUS
- 11. REPORTS OF MAYOR AND COUNCIL MEMBERS**
 - 11A) GENERAL REPORTS FROM MAYOR AND COUNCIL MEMBERS
- 12. REQUESTS, PETITIONS & OTHER COMMUNICATIONS FROM THE PUBLIC:**

2A) PUBLIC COMMENTS 20 MINUTES

13. ADJOURNMENT:

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT WILLIAM GREEN (305) 653-3944, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT WILLIAM GREEN (305) 653-3944.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**Please turn-off any beepers and cellular telephones
to avoid interrupting the Council meeting.**



MEMORANDUM

To: The Honorable Mayor and
and Members of the City Council

Date: September 10, 2003

From: Cynthia W. Curry
Interim City Manager

Subject: Proposed FY 2003-
2004 Operating Budget

RECOMMENDATION

It is recommended that the attached ordinance pertaining to the Proposed FY 2003-2004 Operating Budget for the City of Miami Gardens be approved.

BACKGROUND

The attached ordinance relates to the budget package that accompanies this agenda item. It is important to note that this ordinance does not authorize the levying of ad valorem taxes for the FY 2003-04 by the City of Miami Gardens. The millage rate for the Unincorporated Municipal Service Area (UMSA) that translates into ad valorem taxes for the residents of Miami Gardens was set by Miami-Dade County for the City's transition year due to the fact the City was established after January 1, 2003. According to Florida Statutes Chapter 200.066, it states that "ad valorem taxes of newly created municipalities or special districts shall be initially imposed no earlier than the January 1 subsequent to the creation or establishment of the municipality or district." The millage rate currently proposed by the County for this area is at the same rate proposed for UMSA which is 2.447, the same rate applied in FY 2002-03.

The budget package serves as a plan for the City to operate within projected revenues for FY 2003-04. The transition period will prove to be fiscally challenging for the City but with sound policy guidance and prudent management oversight, the City is positioned to meet its fiscal challenges.

The City Of Miami Gardens

Fiscal Year 2003-2004

Proposed Operating Budget



Prepared By:

***Ms. Cynthia W. Curry
Interim City Manager***

***Mr. William J. Green
Transition Coordinator***

September 8, 2003

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget*

Table of Contents

Executive Summary	4
Introduction.....	9
Revenues:	10
<i>Ad Valorem Taxes</i>	<i>10</i>
<i>Franchise Fees.....</i>	<i>10</i>
<i>Utility Taxes</i>	<i>11</i>
<i>Communications Services Tax</i>	<i>11</i>
<i>Occupational Licenses</i>	<i>12</i>
<i>Other Licenses, Fees and Permits</i>	<i>13</i>
<i>Building Permits</i>	<i>13</i>
<i>Intergovernmental Revenues.....</i>	<i>13</i>
<i>Charges for Services</i>	<i>14</i>
<i>Fines and Forfeitures.....</i>	<i>15</i>
<i>Other Revenues</i>	<i>15</i>
<i>Local Option Gas Taxes.....</i>	<i>16</i>
<i>Non-recurring Revenues</i>	<i>16</i>
Expenditures:	17
<i>City Council</i>	<i>18</i>
<i>Office of the City Manager</i>	<i>18</i>
<i>Office of the City Clerk</i>	<i>19</i>
<i>Office of the City Attorney</i>	<i>20</i>
<i>General Government.....</i>	<i>21</i>
<i>Finance Department</i>	<i>22</i>
<i>Police Department</i>	<i>22</i>
<i>Code Enforcement.....</i>	<i>24</i>
<i>Building and Planning Department</i>	<i>24</i>
<i>Public Works Department.....</i>	<i>26</i>
<i>Parks and Recreation Department.....</i>	<i>27</i>
<i>Debt Service- Quality Neighborhood Improvement Program (QNIP)</i>	<i>29</i>
<i>Transportation Fund.....</i>	<i>30</i>
<i>Police Education Fund</i>	<i>30</i>
<i>Capital Project Fund</i>	<i>31</i>

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget

Table of Figures

Figure 1 - City Of Miami Gardens, Total Revenues FY 2003-2004.....	5
Figure 2 - City Of Miami Gardens, Total Revenues FY 2003-2004 Chart.....	6
Figure 3 - City Of Miami Gardens, Total Expenditures FY 2003-2004	6
Figure 4 - City Of Miami Gardens, Total Expenditures FY 2003-2004 Chart	7
Figure 5 - City Of Miami Gardens, Non-Recurring Revenues/Expenditures FY 2003-2004...	7
Figure 6 - City Of Miami Gardens, Non- Recurring Revenues FY 2003-2004 Chart	8
Figure 7 - Ad Valorem Revenues FY 2003-2004	10
Figure 8 - Franchise Fee Revenues FY 2003-2004.....	11
Figure 9 - Utility Tax Revenues FY 2003-2004.....	11
Figure 10 -Communication Tax Revenues FY 2003-2004	12
Figure 11 - Occupational License Revenues FY 2003-2004.....	12
Figure 12- Other License, Fee and Permit Revenues FY 2003-2004	13
Figure 13 - Building Permit Revenues FY 2003-2004	13
Figure 14 - Intergovernmental Revenues FY 2003-2004.....	14
Figure 15 - Charges for Service Revenues FY 2003-2004.....	14
Figure 16 - Fines and Forfeitures revenues FY 2003-2004.....	15
Figure 17 - Other Revenues FY 2003-2004	15
Figure 18 - Local Option Gas Tax FY 2003-2004	16
Figure 19 - Non-Recurring Revenues FY 2003-2004	16
Figure 20- City Of Miami Gardens, Total Expenditures FY 2003-2004 - Budget Detail.....	17
Figure 21 - City Of Miami Gardens, Non-Recurring Items FY 2003-2004 - Budget Detail	17
Figure 22- City Council Expenditures FY 2003-2004 - Budget Detail	18
Figure 23 - City Manager Expenditures FY 2003-2004 - Budget Detail	19
Figure 24 - City Clerk Expenditures FY 2003-2004 - Budget Detail	20
Figure 25 - City Attorney Expenditures FY 2003-2004 - Budget Detail	20
Figure 26 - General Government Expenditures FY 2003-2004 - Budget Detail.....	21
Figure 27 - Finance Department Expenditures FY 2003-2004 - Budget Detail.....	22
Figure 28 - Police Personnel Positions.....	23
Figure 29 - Police Department Expenditures FY 2003-2004 - Budget Detail.....	23
Figure 30 - Code Enforcement Expenditures FY 2003-2004 - Budget Detail	24
Figure 31 - Building and Planning Department Expenditures FY 2003-2004 - Budget Detail	25
Figure 32 - Public Works Expenditures FY 2003-2004 - Budget Dettail	26
Figure 33 - Parks and Recreation Expenditures FY 2003-2004 - Budget Detail	29
Figure 34 - Debt Service Expenditures FY 2003-2004 - Budget Detail	29
Figure 35 - Transportation Fund Expenditures FY 2003-2004 - Budget Detail.....	30
Figure 36 - Police education Fund Expenditures FY 2003-2004 - Budget Detail.....	31
Figure 37 - Capital Project Fund Expenditures FY 2003-2004 - Budget Detail	31
Figure 38 - City Of Miami Gardens -Functional Organization Chart	

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget

Executive Summary

The following report represents the Proposed Operating Budget for the Fiscal Year (FY) 2003-2004 for the City of Miami Gardens and is intended to serve several purposes. As a policy document, this budget serves to inform the reader about the organization, how the departments will be organized and the services the new city will provide during its first year of operation. As a financial plan, the budget details the costs associated with providing municipal services and how the services will be funded.

This budget report presents a consolidated picture of the total revenue and expenditures for the General Operating Fund, Transportation Fund, Police Education Fund and Capital Project Fund. The operation of each fund is accounted for through a set of self-balancing accounts that comprise each fund's revenues and expenditures.

The figures contained in this report were derived from a number of sources including the State of Florida Department of Revenue and Miami-Dade County.

The proposed FY 2003 – 2004 general operating budget identifies a total of \$32,946,000 in revenues with corresponding expenditures. Total non-recurring revenues and expenditures balance at a total \$10,848,430.

Revenues	Proposed Budget
Ad Valorem (Property) Taxes	
Property Tax Roll, 2003 - \$2,573,100,344	
UMSA Millage Rate (Proposed) – 2.447	
Operating Levy	\$ 5,982,000
Delinquent with Penalties and Interest	N/A
Tax Certificate Redemption	N/A
Sub-total Ad Valorem Taxes	\$ 5,982,000
Franchise Fees	
Electric	3,400,000
Gas	205,000
Towing	N/A
Refuse (Solid Waste)	N/A
Sub-total Franchise Fees	\$ 3,605,000
Utility Taxes	
Electric	4,953,000
Gas	190,000
Water	832,000
Sub-total Utility Taxes	\$ 5,975,000
Communications Services Tax	
Communications Services Tax	\$ 3,250,000
Sub-total Com. Services Taxes	\$ 3,250,000
Occupational License Taxes	
County Occupational License Tax	\$ 34,000
Unincorporated/City Occ. Lic. Tax	240,000
Sub-total Occupational License Taxes	\$ 274,000

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget*

Other Licenses Fees and Permits	
Other Licenses, Fees and Permits	\$ 165,000
Sub-total Other Lic., Fees & Permits	\$ 165,000
Building Permit Fees	
Bldg Permits and Processing Fees	\$ 552,000
Sub-total Building Permit Fees	\$ 552,000
Intergovernmental Revenues	
Alcoholic Beverage Licenses	36,000
State Revenue Sharing	3,289,000
Local Gov. Half-cent Sales Tax	5,905,000
Motor Fuel Tax Refunds	35,000
Sub-total Intergovernmental Revenues	\$9,265,000
Charges for Services	
Photocopy Fees	1000
Park Prog. and Facility Rental Fees	173,000
Sub-total Charges for Services	\$ 174,000
Fines and Forfeitures	
County Court Fines	630,000
(Include Traffic Ticket Second Dollar Violations-Local Ordinance	432,000
Sub-total Fines and Forfeitures	\$ 1,062,000
Other Revenues	
Off-Duty Revenues	\$ 200,000
Bus Bench Permit Fees	41,000
Interest Earnings	369,000
Sub-total Other Revenues	\$ 610,000
Local Option Gas Taxes	
Local Option Gas Tax (6%)	1,450,000
New Local Option Gas Tax (3%)	582,000
Sub-total Local Option Gas Taxes	2,032,000
Total Revenues	\$32,946,000

Figure 1 - City Of Miami Gardens, Total Revenues FY 2003-2004

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget*

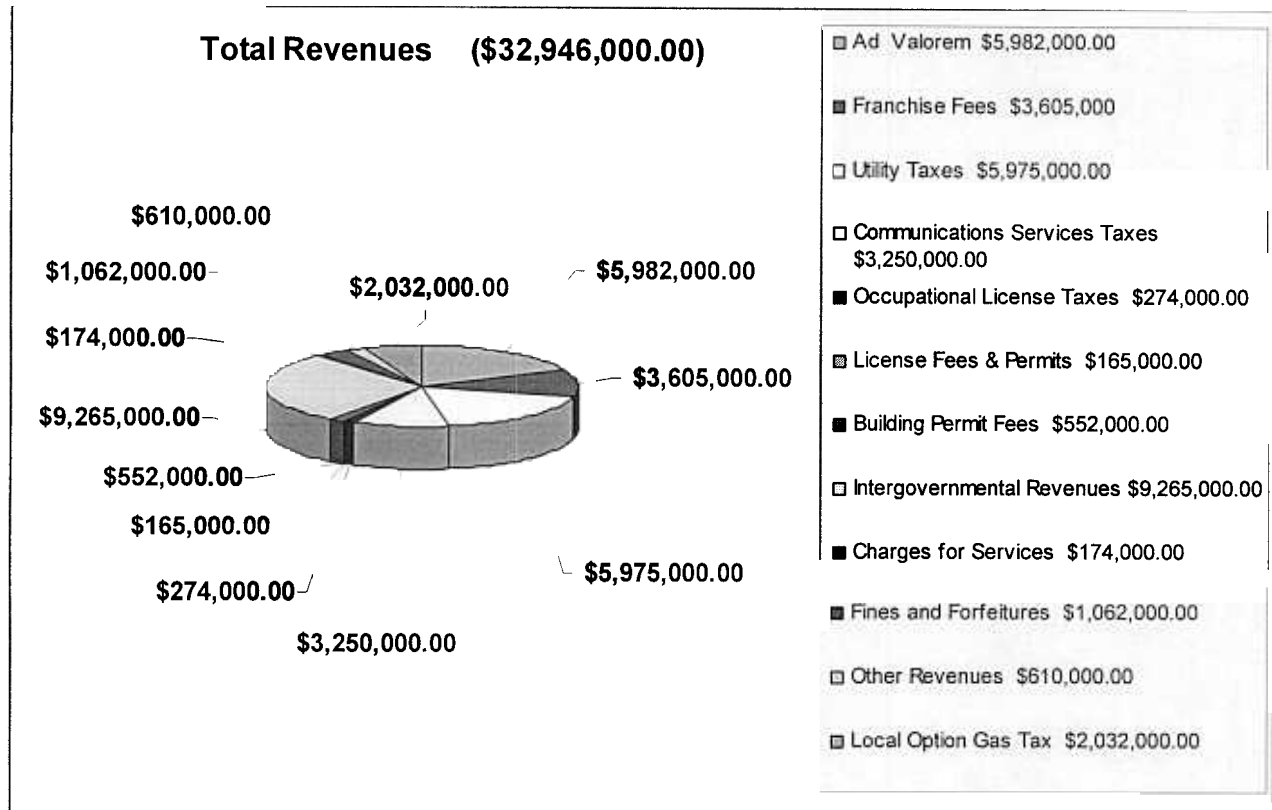


Figure 2 - City Of Miami Gardens, Total Revenues FY 2003-2004 Chart

Expenditures	Proposed Budget
General Fund	
City Council	\$ 346,520
Office of the City Manager	560,380
Office of the City Clerk	237,000
Office of the City Attorney	200,000
General Government	2,193,520
Finance Department	226,080
Police Department	21,063,080
Code Enforcement	518,110
Building/Zoning/Planning	717,000
Public Works Department	470,510
Parks and Recreation Department	<u>2,300,000</u>
Total General Fund	28,832,200
Payments to other Funds	
Debt service payment on QNIP	631,000
Total Transportation Fund	3,182,800
Total Police Education Fund	<u>300,000</u>
Total Other Funds	\$4,113,800
Total All Fund Expenditures	\$32,946,000

Figure 3 – City Of Miami Gardens, Total Expenditures FY 2003-2004

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget*

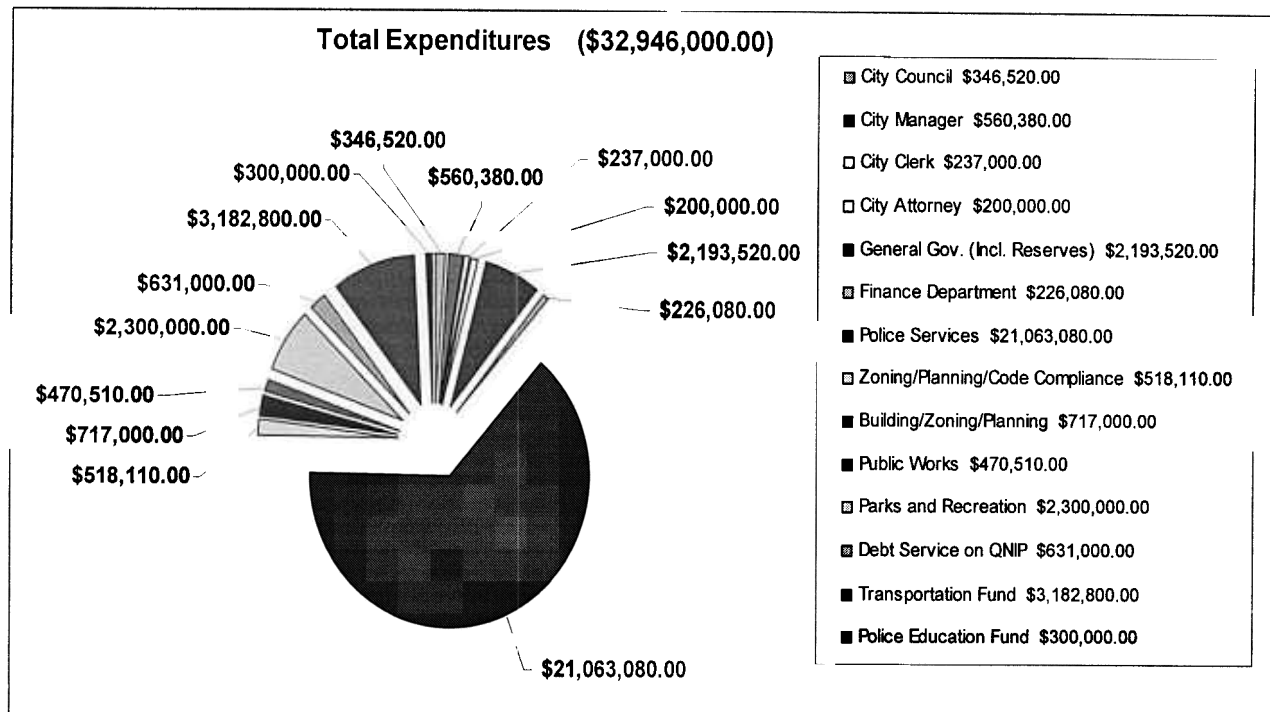


Figure 4 - City Of Miami Gardens, Total Expenditures FY 2003-2004 Chart

Non-Recurring Revenues and Expenditures	Revenues	Expenditures
Non-recurring Revenues		
Federal, State and Local Grants	\$ 100,000	
Impact fee for Police and Parks	268,600	
Safe Neighb. Parks Proceeds	10,479,830	
Total Non Recurring Revenues	\$10,848,430	
Non-Recurring Expenditures		
Total Capital Project Fund		\$10,848,430
Total Non-Recurring Expenditures		\$10,848,430
Total Non Recurring Funds	\$ 0	\$ 0

Figure 5 - City Of Miami Gardens, Non-Recurring Revenues/Expenditures FY 2003-2004

**Non-Recurring Revenues
(\$10,848,430.00)**

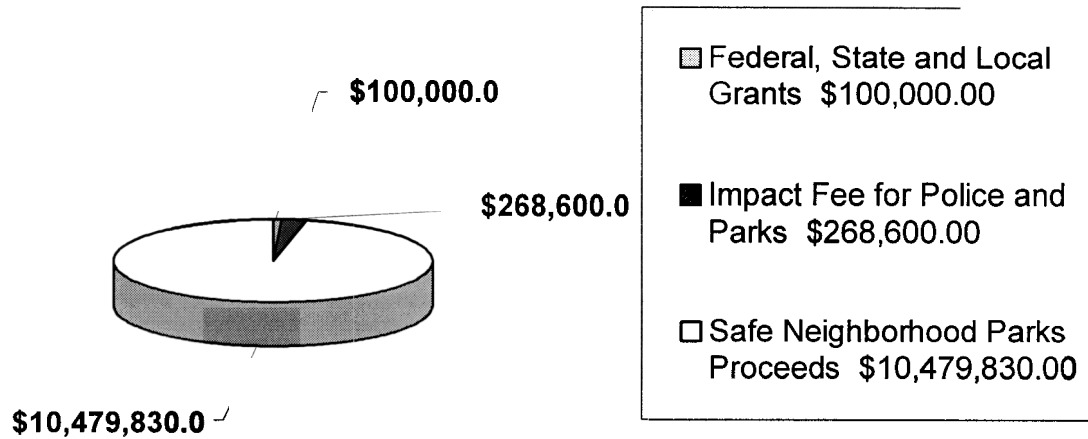


Figure 6 - City Of Miami Gardens, Non- Recurring Revenues FY 2003-2004 Chart

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget

Introduction

The City of Miami Gardens is the first city to be incorporated in Miami-Dade County that is "Revenue Neutral." This means that the City of Miami Gardens generates revenue close to the break even point to cover the cost of services currently being provided within the boundaries of the City. All of the cities that incorporated prior to the City of Miami Gardens were "Donor" communities or communities that generated substantially more revenue than the cost of services within their municipal boundaries. This fact does not predict the success or failure of the City of Miami Gardens, but it does mean that the City will have to diligently monitor on a constant basis all revenues and expenditures incurred. This responsibility is very important due to the fact that this new city has no revenue collection history to benchmark against.

Interim and Transition Period

In an effort to help the Council understand some of the expenditures in the FY 2003-2004 budget it is necessary to explain the difference between the Interim Period and the Transition Period. The Interim Period refers to the time period between May 13, 2003 (the day the Charter passed) and the day that the City and the County agree to the initial interlocal agreements. The Transition Period is the time period from the date the interlocal agreements are signed until the date that the City takes over or contracts out all of the municipal services provided in the boundaries of the City. **Please note:** Services can be contracted out to the County.

One critical issue will be the reconciliation of cost and services provided for during the interim period. These costs are assessed by the County at the rate at which the County pays for these services, and as such these costs may be higher than if the City provided the services themselves or contracted the services out. The longer the City stays in the Interim Period the more susceptible the City is to having the cost of services exceeding the revenues generated by the City. It is imperative that the time period that the City is in the Interim Period is minimal to insure that the City maximizes all revenues. In the proposed FY 2003-2004 County budget message prepared by the County Manager, he states: "It is estimated that Miami Gardens, during a transition period lasting through September, 2004, will receive services exceeding revenues received directly by UMSA from the area of the city by \$12 million...Miami Gardens will receive funding directly from the state including sales tax and municipal revenue sharing funds. As is the case of all new cities, we will reconcile the cost of service provided to the revenue received by each new city... In the case of Miami Gardens, the UMSA General Fund budget includes a payment of \$12 million from the City to fund the cost of transition year services. To the extent that the City can reduce the transition period and provide services directly or through contract, this amount can be reduced." Therefore, with emphasis on the previous statement, it is essential to complete the interlocal agreements in the most expeditious manner possible.

The interlocal agreements that are referred to address Local Police Services, Specialized Police Services, and the Master Municipal Services (addressing all other municipal services), with Miami-Dade County. The police agreements will outline how much the City will encumber in the FY 2003-2004 budget for police services. Since police services are mandated by County ordinance and is in place for a minimal of 3 years with a fourth year for orderly transition, if the City decides to create its own police department, it is not necessary to address timeframes in the initial agreement but reach agreement on cost of services. The master interlocal agreement will not only outline a cost for the services provided through the Transition Period, but it will also outline a procedure and a timeframe for a seamless transition from County provided services to a city service delivery process.

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Revenues

Revenues:

Ad Valorem Taxes

Ad Valorem Taxes (also referred to as Property Taxes) are levied on all taxable real and personal property within Miami-Dade County and are calculated as a percentage of the value of real or personal property. The percentage is expressed in mills (thousandths of dollars). Therefore, a mill of tax is the rate of tax equal to \$1.00 for each \$1,000.00 of assessed property value.

Presently, anyone owning property within the City of Miami Gardens pays the Miami-Dade County Tax (County-wide and Debt service) and the City Tax (currently the Unincorporated Municipal Service Area Tax), as well as a Library District Tax, Fire and Rescue District Tax, Miami-Dade County School Board Tax (operating and debt service), Everglades Project Tax, South Florida Water Management District Tax, the Florida Inland Navigation District Tax and the Children's Trust Tax. When you total all the proposed 2003 millage rates for the different taxing authorities mentioned above – a property owner in Miami Gardens is estimated to have a total millage rate assessment of 21.8605 for every \$1,000.00 of assessed property value.

The proposed city tax (which replaces the UMSA Tax millage rate) for the year 2003 is \$2.447. **The proposed city tax is exactly the same as the existing UMSA tax so you will not experience an increase in taxes due to the incorporation of the City of Miami Gardens.**

The gross taxable value for the City of Miami Gardens is \$2,573,100,344 based on the 2002 taxable property roll figures provided by the Miami-Dade County Tax Collector's Office. The proposed millage rate for 2003 is \$2.447, which will generate \$5,982,000 in Ad Valorem revenues budgeted at a 95% collection rate.

Ad Valorem Taxes (Property Taxes)	Proposed Budget
Operating Levy	\$ 5,982,000
Delinquent with Penalties and Interest	N/A
Tax Certificate Redemption	N/A
Total Ad Valorem Taxes	\$ 5,982,000

Figure 7 – Ad Valorem Revenues FY 2003-2004

Franchise Fees

Franchise Fees are paid by public service businesses for use of City streets, alleys and property in providing their services to the citizens of a community. Services requiring franchises include electricity, natural gas, refuse, towing, and solid waste collection.

The Franchise Fee revenue for electricity is generated from a 6% charge on each customer's electric bill within the City of Miami Gardens. The budget estimate is derived from information provided directly by Florida Power and Light on total electricity sales for the area over a one-year period. The revenue projection for the City will be \$3,400,000.

The Franchise Fee revenue for gas is generated from a 6% charge on each customer's gas bill within the limits of the City of Miami Gardens and collected from those companies providing gas to both residential homes and businesses. The projected revenue from this source is \$205,000.

The Franchise Fee for Towing and Solid Waste are not currently collected by the County for distribution to the

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Revenues*

City of Miami Gardens. The City may consider an appropriate charge and authorize the collection of such fees at another time.

Franchise Fees	Proposed Budget
Electric	3,400,000
Gas	205,000
Towing	N/A
Refuse (Solid Waste)	N/A
Total Franchise Fees	\$ 3,605,000

Figure 8 – Franchise Fee Revenues FY 2003-2004

Utility Taxes

Utility Taxes are municipal charges levied by a city on every purchase of a public service within the corporate limits. Public service includes electricity, gas, fuel oil, and water. Section 166.231(A), Florida Statutes, authorizes the City of Miami gardens to collect Utility taxes. The City has also approved an Ordinance authorizing the receipt of said revenue source.

The total Utility Tax revenue on electricity is derived from a 10% tax levied on each customer's electric bill. The estimate based on an average per capita amount from neighboring jurisdictions multiplied by the population of the City of Miami Gardens yields a total of \$4,953,000 in revenues from Electricity Utility Taxes.

The Utility Tax on Gas is derived from a 10% tax levied on each customer's gas bill. Based on neighboring jurisdictions, the average per capita amount yields a total projection of \$190,000 in revenues from Gas Utility Taxes.

The Utility Tax on Water is derived from a 10% tax levied on each customer's water bill. Based on the revenues for one of the neighboring municipalities, the per capita amount generates projected revenues of \$832,000.

Utility Taxes	Proposed Budget
Electric	\$4,953,000
Gas	190,000
Water	832,000
Total Utility Taxes	\$ 5,975,000

Figure 9 – Utility Tax Revenues FY 2003-2004

Communications Services Tax

The Communications Services Tax is a municipal levy on communications services which include telecommunications, cable, direct-to-home satellite and related services. This definition encompasses voice, data, audio, video, or any other information or signals, including cable services, which are transmitted by any medium. Some examples of services subject to the tax are: Long distance or toll telephone, cable television, direct-to-home satellite, mobile communications, private line services, pagers and beepers, telephone charges made by a hotel or motel, facsimiles (Fax), when not provided in the course of professional or advertising service, and telex, telegram, and teletype. The current rate charged by the Miami-Dade Unincorporated Municipal Service Area is 5.820%. As a new city, the City of Miami Gardens recently approved rates to

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Revenues*

become effective January 1, 2004. The rate is 5.22 which includes an add-on of .12 for cities who do not assess a permitting fee. It is anticipated that \$3,250,000 will be generated by the Communications Services Tax.

Communications Services Tax	Proposed Budget
Communications Services Tax	\$ 3,250,000
Total Communications Services Taxes	\$ 3,250,000

Figure 10 –Communication Tax Revenues FY 2003-2004

Occupational Licenses

An Occupational License is a tax imposed for the privilege of doing business in a County and/or City. Anyone providing merchandise, entertainment or service directly or indirectly to the public, even through a one-person company or home-based occupation, must obtain a license to operate.

Miami-Dade County issues a County-wide Occupational License. In accordance with County Code Sec. 8A-17A, revenues derived from the issuance of a County Occupational License to a business, profession or occupation whose place of business is located within a municipality, are apportioned between the unincorporated area of the County and the incorporated municipality where the business is located. The portion to be remitted to the municipality is determined by a ratio which divides the municipality's population by the County population. According to the County, it is anticipated that the portion of the County Occupational License revenue to be remitted to the City of Miami Gardens will total approximately \$34,000.

Additionally, the County Tax Collector issues and collects revenues from the Unincorporated Municipal Service Area. If a business is located in the unincorporated area, both taxes must be paid (Sec. 8A-171 and Sec.8A-224 of the Miami-Dade County Code). As a new city, The City of Miami Gardens will assume the Unincorporated Municipal Service Area Occupational License Tax rate. **The City Occupational License Tax will be exactly the same as the Unincorporated Municipal Service Area Occupational License Tax, so there will be no experience of an increase in taxes due to the incorporation of the city.** According to the County, the City Occupational License Tax (formerly the Unincorporated Municipal Service Area Occupational License Tax) will generate approximately \$240,000 in revenues.

Occupational License Taxes	Proposed Budget
County Occupational License Tax	\$ 34,000
Unincorporated/City Occupational License Tax	240,000
Total Occupational License Taxes	\$ 274,000

Figure 11 – Occupational License Revenues FY 2003-2004

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Revenues

Other Licenses, Fees and Permits

Other Licenses, Fees and Permits include revenue from certificates of occupancy, certificates of use, planning and zoning fees, site plan application fees, re-inspection fees, paving permits, right-of-way permits, banner permits, garage sale permits, etc.

According to the County's Office of Management and Budget, planning and zoning fees collected for the 2000-2001 fiscal year for public hearing applications, administrative variances, administrative site plan reviews, substantial compliance determinations and other applications totaled \$165,000.

Other Licenses, Fees and Permits	Proposed Budget
Other Licenses, Fees and Permits	\$ 165,000
Total Other Licenses, Fees and Permits	\$ 165,000

Figure 12- Other License, Fee and Permit Revenues FY 2003-2004

Building Permits

A building permit is a document issued by the Building and Planning Department which allows a person to begin a construction activity within the corporate limits of the City of Miami Gardens and signifies compliance with the provisions of the Florida Building Code and other pertinent regulations and codes. The permits are issued for construction such as electrical, plumbing, structural, mechanical, etc. The fees for the various types of permits are set by city ordinance and it is expected that the County fees currently in effect will be adopted as the city's fees. **Because the proposed building permit fees will be exactly the same as the County building permit fees, you will not experience an increase in cost**

Currently Building and Zoning are proprietary functions and as such the fees associated with these functions cover the current cost of these functions, it is recommended that the County continue to provide the Building department function, and that the County continue to provide the backup for the Zoning process, as the Council will make all zoning decisions, until such time as the Council can entertain a RFP process for these services.

Building Permits Fees	Proposed Budget
Building Permits and Processing Fees	\$552,000
Total Building Permit Fees	\$552,000

Figure 13 - Building Permit Revenues FY 2003-2004

Intergovernmental Revenues

Intergovernmental Revenues are defined as those revenues that are generated by other governmental agencies and remitted to the jurisdiction. Examples of these types of revenues include all Federal, State, and local grants, the Alcoholic Beverage Tax, State Revenue Sharing proceeds, the Local Government Half-cent Sales Tax, and Motor Fuel Tax Rebate.

Alcoholic Beverages Licenses for the manufacture, distribution and sale of alcoholic beverages generate funds, which are collected by the State of Florida. Every municipality is entitled to approximately 38% of the

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Revenues

proceeds of the tax collected within its municipal limits. The amount of revenues estimated from this source for the City is \$36,000.

The State Revenue Sharing Program provides for revenue from 32.4% of the tax on each pack of cigarettes, plus \$.01 municipal gas tax, plus 25% of the state alternative fuel decal user fee. The City of Miami Gardens share is determined by a complex formula involving State, County and City population figures, property valuations and sales tax collections. The latest projection obtained from the Florida Department of Revenue is \$3,289,000.

Chapter 82-154 of the Florida Statutes provides for funds generated by 9.653% of the state sales tax to be distributed to municipalities as a Local Half-cent Sales Tax. The latest projection for the Local Government Half-Cent Sales tax for the City of Miami Gardens is \$5,905,000.

The Motor Fuel Tax Refund revenues are generated when a city purchases fuel and is required to pay state taxes on the fuel, but later submits reimbursement requests to the State on a monthly basis based on its tax exempt status. The projection for this source is estimated at \$35,000.

Intergovernmental Revenues	Proposed Budget
Alcoholic Beverage Licenses	\$36,000
State Revenue Sharing	3,289,000
Local Government Half-cent Sales Tax	5,905,000
Motor Fuel Tax Refunds	<u>35,000</u>
Total Intergovernmental Revenues	\$9,265,000

Figure 14 – Intergovernmental Revenues FY 2003-2004

Charges for Services

Charges for Services are defined as those revenues that are generated from miscellaneous services provided to the citizenry by the municipality and paid for by fees. These can be from services such as alarm permit fees, park facility rental/use fees, lien search fees, photocopy fees, police identification/fingerprint card fees, sale of maps, microfilm fees, etc. For the purposes of determining the amount of revenue that may be expected from the newly incorporated City of Miami Gardens, the initial revenues will be derived solely from photocopy fees, park facility rental fees and lien search fees. As the city matures, other revenue sources may be identified.

The revenue estimate below budgets for the provision of about 6,000 photocopied pages at \$0.15 per page over a one-year period. The park program and facility rental fees was budgeted at \$173,000 and based on actual revenue figures provided by Miami-Dade County for fiscal year 2002.

Charges for Services	Proposed Budget
Photocopy Fees	\$1,000
Park Program and Facility Rental Fees	<u>173,000</u>
Total Charges for Services	\$174,000

Figure 15 – Charges for Service Revenues FY 2003-2004

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Revenues

Fines and Forfeitures

Revenues generated from Fines and Forfeitures include fees collected by the Courts for judgments and fines collected from violations of local ordinances.

The County Court Fines are a revenue source derived from a direct dollar reimbursement to the City from the County for the traffic and parking violations issued by the police department within the city limits. The estimated revenue to the City of Miami Gardens is \$630,000.

The revenues in the Violations – Local Ordinance category are generated when the owner of a property within the corporate limits of the proposed City of Miami Gardens violates a city code. According to the County's Office of Management and Budget, a total of \$432,000 was generated in revenues from code enforcement activity for FY 2000-2001.

Fines and Forfeitures	Proposed Budget
County Court Judgments and Fines	630,000
Violations-Local Ordinance	<u>432,000</u>
Total Fines and Forfeitures	\$ 1,062,000

Figure 16 – Fines and Forfeitures revenues FY 2003-2004

Other Revenues

Other Revenues are generated from interest earnings, impact fees for police and parks, and off-duty police. Off-duty police revenues for cities in close proximity to Miami Gardens translates into a per capita rate of approximately \$10.37 which generates \$200,000 in off-duty police revenues; however, since the majority of the money collected is for salary, the City of Miami Gardens could only retain an administration fee equal to 23% of this per capita rate.

A permit fee for bus bench/shelter advertising may be collected from companies providing bus benches within the city limits. The City of Miami Gardens has 600 bus benches, 400 of which have advertising. Utilizing the average fee of \$103 per advertising bench, it is conservatively estimated that \$41,000 will be generated from this revenue source.

The amount proposed for the interest earnings is based on a calculation of 1% of available revenues. This is a very conservative estimate.

Other Revenues	Proposed Budget
Off-Duty Police Revenues	\$ 200,000
Bus Bench Permit Fees	41,000
Interest Earnings	<u>369,000</u>
Total Other Revenues	\$ 610,000

Figure 17 – Other Revenues FY 2003-2004

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Revenues*

Local Option Gas Taxes

The distribution of gas tax proceeds in Miami-Dade County are governed by interlocal agreements pursuant to state law. The proceeds for the Three Cent Capital Improvement Local Option Gas Tax will continue to be shared between the County (74 percent) and all eligible municipalities (26 percent). Also pursuant to the interlocal agreement the proceeds of the Six Cent Local Option Gas tax will be shared by the County (70.70 percent) and all eligible municipalities (29.30 percent). The distribution of the proceeds among eligible municipalities for both taxes is determined based on the ratio of municipal population and centerline roadway mileage maintained by all eligible incorporated municipalities in Miami-Dade County. Population figures are weighted at 75 percent while the centerline mileage figures are weighted at 25 percent for calculating each municipality's share of the total projected gas tax proceeds. Distribution schedules developed by the State Department of Revenue indicate that for the Three Cents Local Option Gas Tax revenue projection is \$ 582,000; and the revenue projection for the Six Cents Local Option Gas Tax is \$1,450,000.

Local Option Gas Taxes	Proposed Budget
Three Cents Local Option Gas Tax	\$ 582,000
Six Cents Local Option Gas Tax	<u>1,450,000</u>
Total Local Option Gas Taxes	\$2,032,000

Figure 18 – Local Option Gas Tax FY 2003-2004

Non-recurring Revenues

The City of Miami Gardens will be applying for grants as they are identified during the year. The grants currently administered by the County for Miami Gardens include \$10,479,830 in Safe Neighborhood Parks grants which are for capital improvement related programming. Because these are non-recurring revenues they have been included in the non-recurring revenue section and shall be expended in the Capital Improvement Fund. In addition, it is anticipated that the City of Miami Gardens will apply for and receive a total of \$100,000 from additional grant sources for miscellaneous projects. Finally, because of the nature and limited uses for impact fees \$268,600 collected in police and park impact fees will be used for capital improvements.

Non-Recurring Revenues	Proposed Budget
Impact fees for Police and Parks	\$ 268,600
Federal, State and Local Grants	100,000
Safe Neighborhood Parks Grants	<u>10,479,830</u>
Total Non-Recurring Revenues	\$10,848,430

Figure 19 – Non-Recurring Revenues FY 2003-2004

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Expenditures:

Expenditures	Proposed Budget
General Fund	
City Council	\$ 346,520
Office of the City Manager	560,380
Office of the City Clerk	237,000
Office of the City Attorney	200,000
General Government	2,193,520
Finance Department	226,080
Police Department	21,063,080
Code Enforcement	518,110
Building/Zoning/Planning	717,000
Public Works Department	470,510
Parks and Recreation Department	<u>2,300,000</u>
Total General Fund	28,832,200
Other Fund Payments	
Debt service payment on QNIP	631,000
Total Transportation Fund	3,182,800
Total Police Education Fund	<u>300,000</u>
Total Other Funds	\$4,113,800
Total All Fund Expenditures	\$32,946,000

Figure 20- City Of Miami Gardens, Total Expenditures FY 2003-2004 - Budget Detail

Non-Recurring Revenues and Expenditures	Revenues	Expenditures
Non-recurring Revenues		
Federal, State and Local Grants	\$ 100,000	
Impact fee for Police and Parks	268,600	
Safe Neighb. Parks Proceeds	<u>10,479,830</u>	
Total Non Recurring Revenues	\$10,848,430	
Non-Recurring Expenditures		
Total Capital Project Fund		<u>\$10,848,430</u>
Total Non-Recurring Expenditures		\$10,848,430
Total Non Recurring Funds	\$ 0	\$ 0

Figure 21 - City Of Miami Gardens, Non-Recurring Items FY 2003-2004 - Budget Detail

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Expenditures

City Council

The City of Miami Gardens City Council consists of a Mayor and six elected Council Members. This budget allocates \$346,520 for the expenses of the City Council.

City Council Expenditures	2003-2004 Proposed Budget
Monthly Stipend	
Mayor (3,500 per month)	\$42,000
Council Seats 1-6 (1,000 per month)	<u>72,000</u>
Sub-total	\$114,000
Expenses Accounts	
Mayor (1,200 per month)	\$14,400
Council Seats 1-6 (1,200 per month)	<u>86,400</u>
Sub-total	\$100,800
Travel Expenses	
Travel Allowance	\$2,000 for the Mayor and the Council Members <u>\$14,000</u>
Sub-total	\$14,000
Support Staff	
Exec. Assistant to the City Council	\$50,000
Administrative support	30,000
FICA	7.65% of Salary \$6,120
Workers Compensation	10% of Salary 8,000
Retirement Contribution	12% of Salary 9,600
Employee Insurance Benefits	\$500/employ./month <u>12,000</u>
Sub-total	\$115,720
Capital Outlay	
One Computers and Furniture	\$2,000 per station <u>\$2,000</u>
Sub-total	\$2,000
Total City Council Expenditures	\$346,520

Figure 22- City Council Expenditures FY 2003-2004 - Budget Detail

Office of the City Manager

The City Manager, the chief administrative officer of the City, ensures the proper implementation of laws, policies, provisions of the City Charter and acts of the Council through the administration of all departments, divisions and agencies of the City government. The City Manager submits a proposed annual budget, capital improvement program and comprehensive annual financial report to the City Council. Operating expenditures detailed below include travel and per diem covering the cost of the annual International City/County Management Association conference and rentals and leases covering the cost of a leased vehicle for the manager. In addition, the City will need the services of a public information officer and a grant writer/community economic development officer. The public information officer will be responsible for disseminating all information to the public and the media as it relates to the day to day operation of the City. The grant writer/community economic development officer has a dual role. This individual will be responsible for locating and gathering information about all federal, state, and local, grants that are available to the City. In addition this individual will be responsible for assisting the City Manager in developing a comprehensive economic development plan to be presented to the Council.

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

The manager's salary is based on information provided to the City by The League of Cities that delineates comparable salaries for a city of 100,000 or more residents across the State of Florida. All other salaries reflected in this budget are consistent with the information provided by The League of Cities and are projected at the maximum end of the salary range.

Office of the City Manager Expenditures	Calculation	2003-2004 Proposed Budget
Personnel Services		
City Manager (Salary max)		\$160,000
Assistant City Manager (Salary max)		115,000
Administrative Asst /Shared Services		35,000
Public Information Officer		40,000
Grant Writer/ Comm. Develop. Officer		45,000
FICA	7.65% of Salary	23,980
Workers Compensation	10% of Salary	39,500
Retirement Contribution	12% of Salary	47,400
Employee Insurance Benefits	\$ 500/empty./month	<u>30,000</u>
Total Personnel Services		535,880
Operating Expenditures		
Travel and Per Diem		4,000
Rentals and Leases (Auto)		6,000
Repair and Maintenance –(Auto)		3,000
Operating Supplies - Gasoline		1,500
Publications, Dues and Training		<u>4,000</u>
Total Operating Expenditures		\$18,500
Capital Outlay - Machinery and Equipment		
Three Computers and Furniture	\$2,000 per station	<u>\$ 6,000</u>
Total Capital Outlay		\$6,000
Total Office of the City Manager		\$560,380

Figure 23 - City Manager Expenditures FY 2003-2004 - Budget Detail

Office of the City Clerk

The City Clerk is the secretary for the City Council, the Local Planning Agency, the Planning Board, and the Record Keeper of the municipal corporation. The City Clerk serves as the financial disclosure coordinator with the Florida Commission on Ethics; serves as the records management liaison with the Florida Department of State; and maintains custody of City records including agreements, contracts, ordinances, resolutions and proclamations. In addition to the City Clerk there is a need, in a city of this size, to have on staff an Assistant City Clerk and an Administrative Assistant. These positions will be responsible for assisting the City Clerk with the day to day functions of the City Clerk's office.

Please note: Operating expenditures includes \$10,000 in contractual services to cover the costs of codification, indexing of minutes and records retention are allocated in this section of the budget. In addition, \$45,000 for legal advertising costs, related to notices in the newspaper, radio or other medium, are captured in the General Government section of this budget.

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Office of the City Clerk Expenditures	Calculation	2003-2004 Proposed Budget
Personnel Services		
City Clerk		\$ 70,000
Assistant City Clerk		50,000
Administrative Assistant		35,000
FICA	7.65% of Salary	11,900
Workers Compensation	10% of Salary	15,500
Retirement Contribution	12% of Salary	18,600
Employee Insurance Benefits	\$ 500/emply./month	18,000
Total Personnel Services		\$219,000
Operating Expenditures		
Records Retention		\$10,000
Travel and Per Diem		2,000
Total Operating Expenditures		\$12,000
Capital Outlay - Machinery and Equipment		
Three Computers and furniture	\$2,000 per station	\$6,000
Total Capital Outlay		\$6,000
Total Office of the City Clerk		\$237,000

Figure 24 - City Clerk Expenditures FY 2003-2004 - Budget Detail

Office of the City Attorney

The City Attorney provides legal support and opinions to the City Council, City Manager, Department Directors and advisory boards, on all legal issues affecting the City. The Office of the City Attorney may assist the City Clerk with the drafting of resolutions and ordinances. The City Attorney is responsible for drafting and reviewing agreements, contracts and leases. The City Attorney may defend and prosecute cases involving the City.

When evaluating the City Attorney's Office there are two options available to the City. The City can create its own in house fully staffed City Attorney's Office equipped with all required legal support, or the City can contract this function to an individual or firm. Looking at the example of Miami Lakes, Palmetto Bay and Pincrest it is fiscally advantageous for the City to contract for these services for the 2003-2004 budget cycle.

Office of the City Attorney Expenditures	Calculation	2003-2004 Proposed Budget
Operating Expenditures		
Legal Services		\$150,000
Special Legal Services		50,000
Total Operating Expenditures		\$200,000
Total City Attorney & Special Counsel		\$200,000

Figure 25 - City Attorney Expenditures FY 2003-2004 - Budget Detail

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

General Government

This section of the budget covers a variety of items of a general nature not applicable to any one specific department or office such as the human resources function which is shared by all departments. Other general expenditures in this section's budget estimate include costs associated with software costs for all computers, communication and freight service costs such as telephones and postage, utility costs such as electricity and water for office space, rental and lease costs associated with the office space, insurance, janitorial services, office supplies, recruitment costs, printing, and office equipment. Most importantly, this section of the budget includes a Contingency Reserve of \$1,000,000 and a Tax Equalization Reserve of \$500,000. The Contingency Reserve represents approximately 3% of the total general fund, and is necessary to help the City cover any shift in projections in the budget. Also, substantial reserves are necessary to assist the City in obtaining a favorable bond rating.

General Government Expenditures	Calculation	2003-2004 Proposed Budget
Personnel Services		
Personnel Director (Risk Mgr./EEO officer)		\$ 70,000
Administrative Assistant		35,000
Receptionist		30,000
FICA	7.65% of Salary	10,300
Workers Compensation	10% of Salary	13,500
Retirement Contribution	12% of Salary	16,200
Employee Insurance Benefits	\$ 500/employ./month	18,000
Total Personnel Services		\$ 193,000
Operating Expenditures		
Miscellaneous Services		\$5,000
Relo. Exp. for City Manager (if needed)		10,000
Executive Search for Manager		25,000
Travel and Per Diem		2,000
Telephones and cell phones		30,000
Utility Services		20,000
Rentals and Leases (office space)		145,000
Insurance		40,000
Software System Maintenance		5,000
Printing (Proclamations, Spc. Presentations)		10,000
Office Equipment Leases		5,000
Janitorial Services		17,000
Office Supplies		10,000
Publications, Dues and Training		5,000
Ads-Public-Legal notice Costs		45,000
CBO Reserve		10,520
Govern. Consultant (Tall. Lobbyist)		75,000
Information Technology Consultant		35,000
Contingency Reserve		1,000,000
Tax Equalization Reserve		500,000
Total Operating Expenditures		\$1,994,520
Capital Outlay - Machinery and Equipment		
Office Furniture	\$2,000 per station	\$6,000
Total Capital Outlay		\$6,000
Total General Government		\$2,193,520

Figure 26 – General Government Expenditures FY 2003-2004 - Budget Detail

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Expenditures

The Tax Equalization Reserve is in place to offset any shift in the projection of property tax revenue or any other revenue. Chapter 200 of the Florida State Statutes limits a municipality to only budget 95% of the projected property taxes to be collected. Revenue placed in the Tax Equalization Reserve should not be expended for any purpose, unless revenue projections in the last quarter are dictating the necessity of releasing these funds.

Finance Department

The Finance Department is the central fiscal control and accounting body of the City government. The Finance Director serves as the Chief Financial Officer for the City. The Department deals with the daily finance/accounting activities including payroll, accounts payable, accounts receivable, revenue collection, cash management, debt management, risk management, purchasing, and financial reporting. The Finance Director provides vital support in the development of the Comprehensive Annual Financial Report and the Annual Budget and Capital Program.

Finance Department Expenditures	Calculation	2003-2004 Proposed Budget
Personnel Services		
Finance Director		\$ 75,000
Account Clerk		45,000
FICA	7.65% of Salary	9,180
Workers Compensation	10% of Salary	12,000
Retirement Contribution	12% of Salary	14,400
Employee Insurance Benefits	\$ 500/emply./month	12,000
Total Personnel Services		\$167,580
Operating Expenditures		
Accounting and Auditing		\$50,000
Travel and Per Diem		2,000
Publications, Dues and Training		2,500
Total Operating Expenditures		\$54,500
Capital Outlay - Machinery and Equipment		
Two Computers and Furniture	\$2,000 per station	\$4,000
Total Capital Outlay		\$4,000
Total Finance Department		\$226,080

Figure 27 – Finance Department Expenditures FY 2003-2004 - Budget Detail

Police Department

Police Services will be provided by Miami-Dade County for the first three years of incorporation. The following figures represent the costs associated with the creation of the City of Miami Gardens Police Department as a functioning arm of the Miami-Dade Police Department. The costs for the service provided by the County during the transition period will be negotiated in an interlocal agreement between the City and the County. The cost of the services during the transitional period will be a part of the supplemental Transition Budget.

The City of Miami Gardens Police Department will be a full service community oriented police agency, committed to community involvement with concentration placed on the prevention of crime. This will be accomplished through the establishment of a department of 145 sworn police officers and 22 civilian support staff. Below is a proposed position table.

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Positions	Number of Persons
SWORN PERSONNEL	
Major	
Captain	1
Lieutenant	6
Sergeant	17
Detectives	23
Officer	97
TOTAL SWORN PERSONNEL	145
CIVILIAN PERSONNEL	
Administrative Secretary	1
Secretary	2
Public Service Aide	8
Police Crime Analysis Specialist	4
Police Records Specialist	4
Police Station Specialist	1
Office Support Specialist	1
Data Entry Specialist	1
TOTAL CIVILIAN PERSONNEL	22
Total Proposed Positions	167

Figure 28 – Police Personnel Positions

Police Department Expenditures	Qty.	2003-2004 Proposed Budget
All Expenditure figures based on the Miami-Dade Police Department Proposal for Contractual Services for Proposed Incorporation Area of City of Miami Gardens		
Police cost per recommended personnel		
Sworn Personnel Cost		
(No cost for Commander)	145	\$10,323,330
Non-sworn Personnel Cost	22	<u>\$1,016,010</u>
Total Personnel	167	\$11,339,340
Vehicle Expenses		
Vehicles (Marked & PSA)	117	\$1,262,430
Vehicles (Unmarked) (Comm. Car No Cost)	36	<u>227,500</u>
Total Vehicles	153	\$1,489,930
Other Expenses		
Overtime Recommendation	136@\$4,170	567,120
Enhanced Enforcement		<u>300,000</u>
Total Other Expenses		\$867,120
Sub-total local patrol		\$13,696,390
Overhead Expenses (8.8%)		1,216,240
Total Localize Police Cost		\$14,912,630
Specialized Police Cost (cost assessed on a 3 yr average)		\$6,150,450
Total Police Department		\$21,063,080

Figure 29 – Police Department Expenditures FY 2003-2004 - Budget Detail

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Code Enforcement

This budget proposes that the City of Miami Gardens assumes the responsibility for Code Enforcement in this first budget year. Code Enforcement currently is being provided by Miami-Dade Team Metro at a cost of approximately \$700,000. As such, the City assumption of these services would give the City more fiscal and actual control over Code Enforcement.

Note: All expenditures are based on an annual amount. In the event that any service is contracted for, either for the entire year or a portion of the year, the total annual amount must be equal to the budgeted amount represented.

Code Enforcement Expenditures	Calculation	Qty.	2003-2004 Proposed Budget
Personnel Services			
Code Enforcement Director	65,000	1	\$65,000
Administrative Assistant	35,000	1	35,000
Code Compliance Officer seat #1	40,000	1	40,000
Code Compliance Officer seat #2	40,000	1	40,000
Code Compliance Officer seat #3	40,000	1	40,000
Code Compliance Officer seat #4	40,000	1	40,000
FICA	7.65% of Salary		19,890
Workers Compensation	10% of Salary		26,000
Retirement Contribution	12% of Salary		31,200
Employee Insurance Benefits	\$ 500/employ./month		36,000
Total Personnel Services			\$373,090
Operating Expenditures			
Repair and Maintenance - Vehicles	\$2,000 per vehicle	5	\$10,000
Uniforms			4,500
Supplies			7,500
Operating Supplies - Gasoline	150,000 miles	\$.123	18,450
Operating Supplies - Other			3,500
Training			5,000
Planning expense			5,000
Total Operating Expenditures			\$53,950
Capital Outlay - Machinery and Equipment			
Six Computers and Furniture	\$2,000 per station		12,000
Radio System/Cell Phones			4,070
Five Vehicles	\$15,000 each		75,000
Total Capital Outlay			\$91,070
Total Code Enforcement Cost			\$518,110

Figure 30 – Code Enforcement Expenditures FY 2003-2004 - Budget Detail

Building and Planning Department

The City of Miami Gardens Building and Planning Department will consist of two divisions. The Building Official heads the Building Division and the Planning Director heads the Planning Division. The Department will provide the residents of the City, architects, engineers, attorneys, developers, shopkeepers, and other government agencies with a friendly, courteous and expeditious turnaround of information and permit requests. The Building Division will be charged with the review, processing, issuance, and inspections of building

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

permits for the City of Miami Gardens. The focus of this division will be to provide for the orderly processing of permits, the assurance that inspections are being performed in a timely and safe manner and that construction complies with the provisions of all applicable codes. The Planning Division will be charged with the oversight of all inquiries pertaining to zoning, including but not limited to, property plat and zoning information, Comprehensive Plan amendments, variance requests, site plan reviews, issuance of sign permits, tree removal permits, special event permits, land development regulations and code compliance activity. The review responsibility for this division is regulated by Florida Statutes Chapters 163 and 380, Florida Administrative Code Section 9-15. These regulations control the development and implementation of The Comprehensive Master Plan, including development regulations, concurrency regulations, code enforcement, and other issues relating to the overall planning and land use function.

The following departmental budget provides for the salaries for all personnel necessary to provide services to the community. The positions were based on current service levels being provided by the County. An annual average of 4,400 permits are issued and an average of 15,300 inspections are conducted.

Building and Planning Department Expenditures	Calculation	Qty.	2003-2004 Proposed Budget
Personal Services			
Building Official	75,000		75,000
Planning Director	65,000		65,000
Administrative Assistant/Permit Clerk	30,000	1	35,000
Planner	40,000	1	40,000
Chief Building Inspector	45,000		45,000
Building Inspector	40,000		40,000
FICA	7.65% of Salary		23,000
Workers Compensation	10% of Salary		30,000
Retirement Contribution	12% of Salary		36,000
Employee Insurance Benefits	\$ 500/emply./month		30,000
Total Personal Services			\$419,000
Operating Expenditures			
Court Reporter Services			1,500
Master Plan Consultant			150,000
Travel and Per Diem			4,000
Repair and Maintenance - Vehicles	\$2,000 per vehicle	3	6,000
Repair and Maintenance Other			1,000
Printing and Binding			4,000
Other Current Charges			40,000
Operating Supplies - Gasoline	150,000 miles	\$.123	18,500
Operating Supplies - Other			3,000
Publications, Dues and Training			10,000
Total Operating Expenditures			\$238,000
Capital Outlay - Machinery and Equipment			
Six Computers	\$2,000 each		12,000
Radio System/Cell Phones			3,000
Three Vehicles	\$15,000 each		45,000
Total Capital Outlay			\$60,000
Total Building and Planning Department			\$717,000

Figure 31 – Building and Planning Department Expenditures FY 2003-2004 - Budget Detail

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Currently Building and Zoning functions are proprietary in nature and as such the fees associated with these functions cover the current cost of these services. It is recommended that the County continue to provide the building department function, and that the County continue to provide the staff support for the Zoning process, until such time as the Council can entertain a RFP process for these services. The Council will have full jurisdiction over all zoning decisions. The role of County staff will be ancillary.

Public Works Department

The City of Miami Gardens Public Works Department will be responsible for the maintenance of roads and other public areas and facilities, beautification projects, third-party contract management, and the construction management of all capital improvement projects.

Public Works Department Expenditures	Calculation	Qty.	2003-2004 Proposed Budget
Personnel Services			
Public Works Director	65,000	1	\$ 65,000
Administrative Assistant	35,000	1	35,000
Foreman	45,000	1	45,000
Laborers	25,000	4	100,000
FICA	7.65% of Salary		18,740
Workers Compensation	10% of Salary		24,500
Retirement Contribution	12% of Salary		29,400
Employee Insurance Benefits	\$ 500/emply./month		<u>42,000</u>
Total Personnel Services			\$359,640
Operating Expenditures			
Travel and Per Diem			2,000
Repair and Maintenance - Vehicles	\$2,000 per vehicle	5	10,000
Repair and Maintenance Other			5,000
Other Current Charges			1,000
Operating Supplies - Gasoline	125,000 miles	\$.123	15,370
Operating Supplies - Other			10,000
Publications, Dues and Training			<u>3,500</u>
Total Operating Expenditures			\$46,870
Capital Outlay - Machinery and Equipment			
Two Computers and Furniture	\$2,000 per station		\$ 4,000
Four Vehicles	\$15,000 each		<u>60,000</u>
Total Capital Outlay			\$64,000
Total Public Works Department			\$470,510

Figure 32 – Public Works Expenditures FY 2003-2004 - Budget Detail

The departmental budget provides for the salaries of seven employees with benefits. A total of \$3,000 was provided for in Travel and Per Diem to fund the conference expenses for the director. Repair and maintenance of vehicles appropriates \$10,000 for miscellaneous repairs to the four department vehicles. Additionally, \$5,000 was allocated in repairs and maintenance to cover the cost of maintenance of miscellaneous equipment used by the laborers. Other current charges provide \$1,000 for incidental charges. \$15,375 was funded for gasoline and \$10,000 in operating supplies to purchase maintenance equipment such as blowers, rakes, etc. Publications, dues and training are being funded at a cost of \$3,500. Capital outlay totaling \$64,000 provides for four trucks, two computers and furniture. **Note:** All expenditures are based on an annual amount. In the event that any service is contracted for, either for the entire year or a portion of the year, the total annual amount must be equal to the budgeted amount represented.

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Parks and Recreation Department

Once the City of City of Miami Gardens takes over the park functions from the County, it will be operating the following sixteen parks:

Andover Park NW 209 Street and 1 Avenue	2.87 Acres	
Brentwood Park NW 195 Street and NW 32 Avenue	10.00 Acres	
Brentwood Pool 18800 NW 28 Place	4.00 Acres	
Buccaneer Park 3100 NW 207 Street	5.50 Acres Amenities:	<ul style="list-style-type: none"> ▪ One lighted baseball field ▪ Two lighted Basketball Courts ▪ One Pump/power Building ▪ One Small Recreation Center ▪ One Roller Skating Ring (Not Lighted) ▪ Two Lighted Tennis Courts ▪ One tot-lot ▪ 50 parking spaces.
Bunche Park and Pool 15727 NW 22 Avenue	8.64 Acres Amenities:	<ul style="list-style-type: none"> ▪ One lighted baseball field ▪ Four lighted basketball courts ▪ Thirty-three parking spaces ▪ One swimming pool ▪ One Bath house ▪ One Tot-lot
Carol Park 4230 NW 178 Street	5.66 Acres Amenities:	<ul style="list-style-type: none"> ▪ One Lighted Baseball Field ▪ One Pump/Power Building ▪ One Tot-lot
Cloverleaf Park 303 NW 191 Street	1.27 Acres Amenities:	<ul style="list-style-type: none"> ▪ Basketball Court (Not lighted) ▪ One Small Recreation Center ▪ 20 Parking Spaces
Lake Lucerne Park 20701 NW 22 Avenue	2.00 Acres	
Miami Carol City Park 3201 NW 185 Street	16.61 Acres Amenities:	<ul style="list-style-type: none"> ▪ One Lighted Baseball Field ▪ Two Basketball Fields (Not Lighted) ▪ One Football/Soccer Field (Not Lighted) ▪ ▪ Park Administrative Buildings ▪ One Restroom ▪ One Shelter ▪ One tot-lot ▪ 86 Parking Spaces

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

Myrtle Grove Park and Pool 3030 NW 179 Street	7.69 Acres Amenities:	<ul style="list-style-type: none"> ▪ One Lighted Basketball Court ▪ One Maintenance Yard ▪ One Recreation/Youth League ▪ One swimming pool/bathhouse ▪ Two Lighted Tennis Courts ▪ 30 Parking Spaces
City of Miami Gardens Optimist Club NW 193 Street and 12 Avenue	4.13 Acres Amenities:	<p>Two Lighted Baseball Fields One Lighted Football/Soccer Field One Restroom/Concession Bldg. One Storage Building</p>
Norwood Park and Pool 19401 NW 14 Avenue	4.94 Acres Amenities:	<ul style="list-style-type: none"> ▪ One Baseball Field (Not Lights) ▪ One Small Recreation Center ▪ One Swimming Pool/Bathhouse ▪ Four Lighted Tennis Courts ▪ One Tot Lot ▪ 44 Parking Spaces
Risco Park (Owned by School Board) 19000 NW 37 Avenue	16.4 Acres Amenities:	<p>Two Lighted Baseball Fields One Baseball Field (Not Lighted) Five Basketball Courts (Not Lighted) Two Lighted Basketball Courts One Commemorative Structure One Pump/Power Building One Small Recreation Center One Restroom Concession Bldg. Two Lighted Tennis Courts 200 Parking Spaces</p>
Rolling Oaks Park 18701 NW 17 Avenue	33.50 Acres Amenities:	<p>Two Basketball Courts (Not Lighted) One Restroom 23 Acres of Pine/Hardwood Rockland One Medium Shelter One Small Shelter Two Tennis Courts (Not Lighted) One Tot-lot</p>
Scott Park 17710 NW 15 Court	9.7 Acres Amenities:	<p>One Lighted Baseball Field Two Lighted Basketball Courts One Pump/Power Building One Recreation/Youth League One Tot-lot</p>
Vista Verde Park 21001 NW 39 Avenue	4.82 Acres Amenities:	<p>One Lighted Basketball Court One Jogging Path (Not Lighted) One Shelter One Tot-lot</p>

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

In an effort to utilize the funds available for managing the parks it is recommended that the park's expenditure be divided into two separate categories. For the purposes of establishing this department's budget, the figures of actual operating expenditures provided by Miami-Dade County for each park were utilized.

Note: All expenditures are based on an annual amount. In the event that any service is contracted for, either for the entire year or a portion of the year, the total annual amount must be equal to the budgeted amount represented.

Parks and Recreation Department Expenditures	2003-2004 Proposed Budget City of Miami Gardens
Parks Maintenance	
Administration	\$300,000
Building, Equipment, Landscaping	<u>2,000,000</u>
Total Parks and Recreation Department	\$2,300,000

Figure 33 – Parks and Recreation Expenditures FY 2003-2004 - Budget Detail

Debt Service- Quality Neighborhood Improvement Program (QNIP)

This expense will represent an ongoing cost to the City of Miami Gardens reflecting the City's share of the bond service cost for neighborhood improvements that were formerly provided by the County. The City's share of the bond service, payable to the County is \$631,000.00.

Debt Service	2003-2004 Proposed Budget City of Miami Gardens
Debt Service QNIP	<u>\$631,000</u>
Total Parks and Recreation Department	\$631,000

Figure 34 – Debt Service Expenditures FY 2003-2004 – Budget Detail

City of Miami Gardens Proposed Fiscal Year 2003-2004 Operating Budget Expenditures

Transportation Fund

This fund manages the local option gas tax revenues and 35% of State Revenue Sharing revenues, which must be utilized for transportation. County and Municipal governments shall utilize the proceeds of the 6 cents local option fuel tax only for transportation expenditures. The proceeds of the 3 cents local option fuel tax must be used for only those transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan.

Section 336.025(7) of the Florida Statutes, defines "transportation expenditures" to include those expenditures by the local government from local or state-shared revenue sources, excluding expenditures of bond proceeds, for the following programs:

- ❖ Public transportation operations and maintenance
- ❖ Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
- ❖ Roadway and right-of-way drainage
- ❖ Street lighting
- ❖ Traffic signs, traffic engineering, signalization, and pavement markings
- ❖ Bridge maintenance and operation
- ❖ Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads.

It is projected that a total of \$1,150,800 will be generated for transportation improvements from Shared Revenues and \$2,032,000 will be generated from the Local Option Gas Taxes – providing for a total of \$3,182,800 for transportation related expenditures. The proposed budget allocates \$75,000 for engineering design services and \$500,000 for contract maintenance of the roads. In addition, \$2,607,800 was allocated in the capital outlay section to fund major capital improvements recommended by the consulting engineer.

Transportation Fund Expenditures	2003-2004 Proposed Budget City of Miami Gardens
Operating Expenditures	
Professional Services	\$ 75,000
Road Maintenance	500,000
Total Operating Expenditures	575,000
Capital Outlay	
Improvements to Roads	\$2,607,800
Total Capital Outlay	\$2,607,800
Total Transportation Fund	\$ 3,182,800

Figure 35 – Transportation Fund Expenditures FY 2003-2004 - Budget Detail

Police Education Fund

The Police Education Fund manages funds collected through the Criminal Justice Standards and Training Trust Fund. Florida Statute 943.25 (13) authorizes municipalities to assess a \$2.00 court cost to be used for expenditures for criminal justice education degree programs and training courses (commonly referred to as "second dollar funding"). The court cost is assessed against every person convicted for violation of a state

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

penal or criminal statute or convicted for violation of a municipal or county ordinance within the City of Miami Gardens. The revenues generated for this fund are the judgment and fines which are estimated to be \$300,000 and may only be used for police training purposes.

Police Education Fund Expenditures	2003-2004 Proposed Budget City of Miami Gardens
Operating Expenditures	
Travel and per Diem	\$ 20,000
Training Supplies	50,000
Publications, Dues and Training	<u>230,000</u>
Total Operating Expenditures	300,000
Total Police Education Fund	\$ 300,000

Figure 36 – Police education Fund Expenditures FY 2003-2004 - Budget Detail

Capital Project Fund

This section provides for a brief overview of the capital improvement projects that are scheduled to take place during the first year of incorporation as well as a breakdown of those Capital Improvement Projects that are funded through the Capital Project Fund. The relationship between the Operating Budget and Capital Improvement Budget is a closely linked one. The Capital Improvement Budget is different from the Operating Budget in that it is a multi-year financial plan for the acquisition, expansion or rehabilitation of infrastructure or capital assets. Capital Improvement Projects typically take place over two or more years requiring continuing appropriations beyond a single fiscal year, but only those projects scheduled during the first year of the plan are financed and adopted as part of the City's Annual Operating Budget. The Capital Project Fund is established for those Capital Improvement Projects that are funded through transactions such as debt issuance, bond anticipation notes, special assessments or grant proceeds. More specifically, the Capital Project Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities. The fund uses the modified accrual basis of accounting.

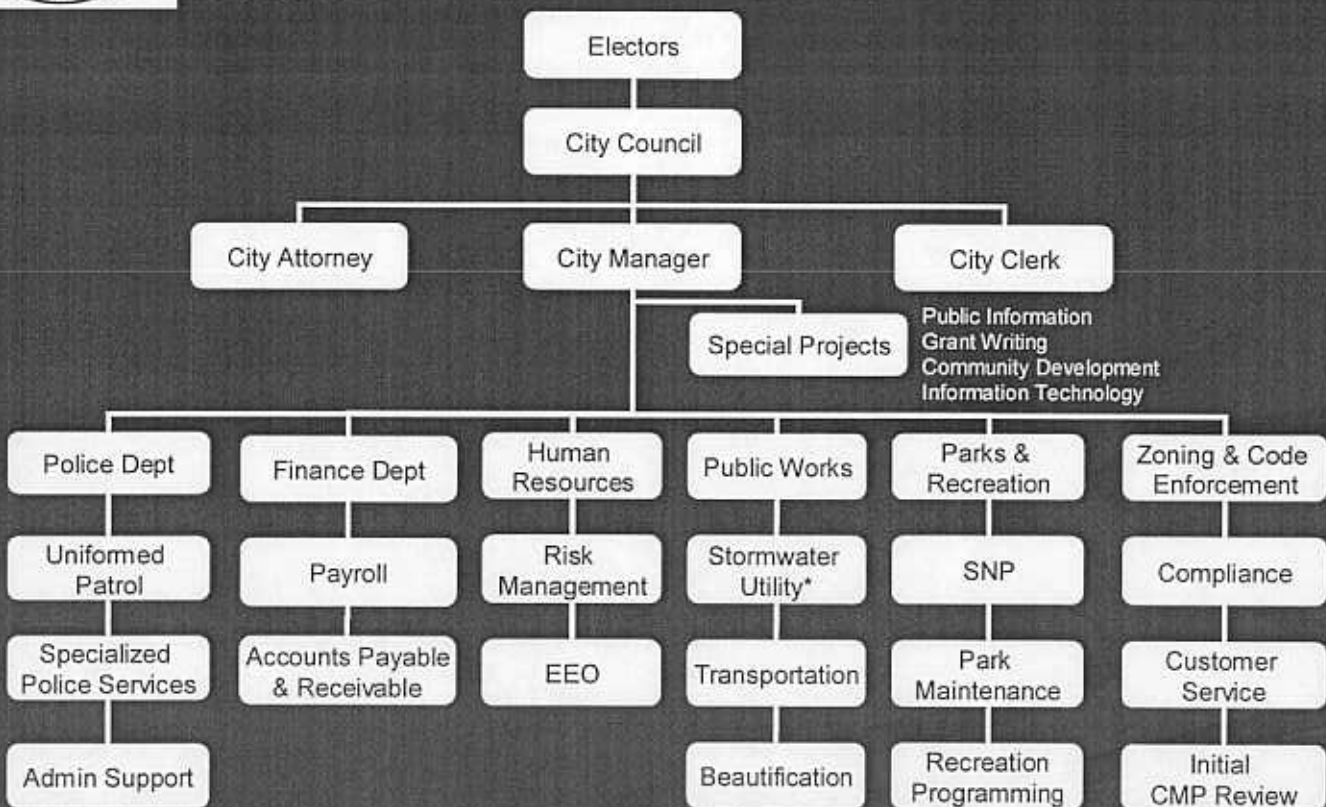
For the purposes of this proposed budget, the only capital projects to be scheduled will be those that are funded through the non-recurring grant revenues identified in the Non-recurring Revenues section of this report.

Capital Project Fund Expenditures	2003-2004 Proposed Budget City of Miami Gardens
Capital Outlay Expenses	
State and Federal Grants	\$100,000
Local Grants - County	<u>\$ 10,748,430</u>
Total Capital Outlay	10,848,430
Total Capital Project Fund	\$ 10,848,430

Figure 37 – Capital Project Fund Expenditures FY 2003-2004 - Budget Detail



Functional Organizational Chart



* Stormwater utility requires the creation of a stormwater plan and compliance with state statutory requirements which may not be completed until mid-year.

Figure 38 – City Of Miami Gardens –Functional Organization Chart

*City of Miami Gardens Proposed
Fiscal Year 2003-2004 Operating Budget
Expenditures*

NOTES:

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A GENERAL FUND OPERATING BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2003 AND ENDING SEPTEMBER 30,2004; PROVIDING FOR POST AUDIT; PROVIDING FOR EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.7 of the Charter, the City Council is required to adopt its Fiscal Year Budget commencing October 1, 2003 and ending September 30,2004; and

WHEREAS, the interim city manager has prepared the Fiscal Year 2003-2004 budget for consideration by the Council;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. Budget Adoption. That the General Fund Operating Budget for the Fiscal year commencing October 1, 2003 and ending September 30, 2004 attached is hereby adopted.

Section 2. Post Audit Provided. Pursuant to Section 4.10 of the City Charter and Section 218.23(l)(b), the City Council hereby provides for annual post audits of the City's financial accounts.

Section 3. Expenditure of Funds Appropriated in the Budget Authorized. Funds appropriated in the Budget may be expended by the City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance and shall constitute an appropriation of the amounts specified herein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.7 of the City Charter. All references to the City Manager includes the Interim City Manager.

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after adoption on second reading.

PASSED on first reading the ____ day of _____, 2003

PASSED AND ADOPTED on second reading this ____ day of _____, 2003

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Motion on second reading by: _____

Second on second reading by:

VOTE:

Mayor Shirley Gibson	(Yes)	_____	(N)
Vice Mayor Aaron Campbell, Jr.	(Yes)	_____	(N)
Councilman Melvin L. Bratton	_____ (Yes)	_____	(N)
Councilman Oscar Braynon II	(Yes)	_____	(N)
Councilwoman Audrey King	(Yes)	_____	(N)
Councilwoman Sharon Pritchett	(Yes)	_____	(N)
Councilwoman Barbara Wilson	(Yes)	_____	(N)


City of Miami Gardens

17881 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

The Honorable Mayor and City Council

From: Hans Ottinot, Interim City Attorney 

September 10, 2003

Ordinance Designating Code of Ordinances

Recommendation

It is recommended that the City Council adopt the attached Ordinance.

Reasons

While the intent of the Council is generally reflected in the language of a particular ordinance, there is a need to adopt a general ordinance that provides guidelines for interpreting ordinances adopted by the City Council in the event that a conflict arises as to the purpose of a particular ordinance. The majority of Cities in the State of Florida have adopted similar guidelines. The purpose of the attached ordinance is to provide guidelines for interpreting the City's ordinances.

MG/ho

ORDINANCE NO. 2003-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DESIGNATING THE CODE OF ORDINANCES OF THE CITY OF MIAMI GARDENS; PROVIDING FOR DEFINITIONS AND ESTABLISHING RULES OF CONSTRUCTION FOR THE CITY CODE OF ORDINANCES; PROVIDING FOR THE REPEALING AND SEVERABILITY OF PARTS OF THE CODE; PROVIDING FOR AN EFFECTIVE DATE FOR ALL ORDINANCES; FURTHER PROVIDING FOR GENERAL PENALTIES FOR VIOLATIONS OF CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has the authority to enact local laws for governmental purposes under its home rule power; and

WHEREAS, the City Council intends to adopt numerous ordinances to regulate the affairs of the City; and

WHEREAS, the City will have to codify its existing ordinances in the immediate future to facilitate the process of reviewing and researching its ordinances; and

WHEREAS, it is important for a new City to adopt a general ordinance that provides guidelines for interpreting the City's code of ordinances;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. Designation and Citation Of Code. The ordinances embraced in the following chapters and sections, along with applicable sections of the Code of Metropolitan Dade County pursuant to the City Charter, shall constitute and be designated the "Code of Ordinances, City of Miami Gardens, Florida," and may be so cited.

Section 2. Definitions and Rules of Construction. In the construction of this Code, and of all ordinances, the following definitions and rules shall be observed, unless the context clearly indicates otherwise:

Charter. The term "Charter" means the Municipal Charter of the City of Miami Gardens.

City. The term "City" shall be construed as if the words "Miami Gardens" followed the word "City," and shall extend to and include its officers, boards, committees and employees.

Code. The term "Code" means the Code of Ordinances, City of Miami Gardens, Florida.

Computation of time. In computing any period of time prescribed or allowed by ordinance, the day of the act, event or default from which the designated period of time begins to run shall not be

included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, a Sunday nor a legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

Council. The words "Council" or "City Council" shall mean the City Council of the City of Miami Gardens.

County. The words "County" or "this County" shall mean Miami-Dade County, Florida.

Gender. Words importing one (1) gender include and apply to the other gender as well.

Governing body. The words "governing body" shall mean the Council of the City of Miami Gardens.

Month. The term "month" means a calendar month.

Nontechnical and technical words. Words and phrases shall be construed according to the common and approved usage of the language; however, technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

Number. A word importing the singular number only may extend and be applied to several persons and things, as well as to one person and thing.

Oath. The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

Officers, boards, committees, etc. The title of any office, officer, employee, board, committee or Council shall be construed as though the words "of Miami Gardens, Florida" were added. Whenever a provision appears authorizing or requiring a particular officer or employee of the City to do some act, it shall be construed to authorize the officer or employee to delegate, designate and authorize subordinates to do the act unless the terms of the provisions or section specify otherwise.

Or, an. The word "or" may be read "and," and, "and" may be read "or," if the sense requires it.

Owner. The term "owner," applied to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or a part of such building or land.

Person. The term "person" shall extend and be applied to associations, clubs, societies, firms, partnerships, copartnerships, and bodies politic and corporate, as well as to individuals.

Personal property. The term "personal property" includes every species of property except real property.

Preceding, following. The terms "preceding" and "following" mean next before and next after, respectively.

Property. The term "property" includes real and personal property.

Public place. The term "public place" means any park, cemetery or open space adjacent thereto, and all government buildings, canals or other waterways.

Real property. The term "real property" includes lands, tenements and hereditaments.

Shall, may. The word "shall" is mandatory; the word "may" is permissive.

Sidewalk. The term "sidewalk" means any portion of a street between the curblin and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Signature, subscription. The term "signature" or "subscription" includes a mark when the person cannot write.

State. The term "State" means the State of Florida.

Street. The term "street" includes, avenues, boulevards, roads, alleys, lanes, via ducts and all other public highways in the City.

Tenant, occupant. The terms "tenant" and "occupant," applied to a building or land, include any person holding a written or oral lease of or who occupies the whole or a part of such buildings or land, either alone or with others.

Tense. Words used in the past or present tense include the future as well as the past and present.

Week. The term "week" means seven days.

Written, in writing. The term "written" or "in writing" includes any representation of words, letters or figures, whether by printing or other wise.

Year. Unless otherwise designated, the term "year" means a calendar year.

Section 3. **Catchlines of Sections.** The catchlines of the several sections of this Code printed in boldface type are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be the titles of such sections, or any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.

Section 4. **Effect of Repeal of Ordinances.** (a) The repeal of an ordinance shall not revive any ordinance in force before or at the time the ordinance repealed took effect. (b) The repeal of an

ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal for an offense committed under the ordinance repealed.

Section 5. Severability of Parts of Code. The sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of the court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

Section 6. Effective Date For All Ordinances. All ordinances adopted by the City Council, except when otherwise specifically provided by state law or by ordinance, shall take effect and be in force ten (10) days after their adoption.

Section 7. General Penalty; Continuing Violations, Violations Deemed Public Nuisance.

(a) Whenever in this Code any act is prohibited or is made or declared to be unlawful or an offense, or whenever in this Code the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, where no specific penalty is provided therefore, the violation of any such provision of this Code shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment in the discretion of the court. Each day any violation of any provision of this Code shall continue shall constitute a separate offense.

(b) In addition to the penalties provided in subsection (a) of this section, any condition caused or permitted to exist in violation of any of the provisions of this Code shall be deemed a public nuisance and may be abated by the City as provided by law, and each day that such condition continues shall be regarded as a new and separate offense..

Section 8. Effective Date. This Ordinance shall become effective ten days after adoption on second reading.

PASSED on first reading the ____ day of _____, 2003

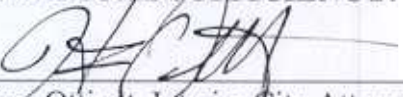
PASSED AND ADOPTED on second reading this ____ day of _____, 2003

Shirley Gibson, Mayor

ATTEST:

Acting City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**


Hays Ottinot, Interim City Attorney

Motion on second reading by: _____

Second on second reading by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



7C Rules of Procedure

MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From: The Honorable Oscar Braynon II
Council Member
Seat 6 At Large

Subject: Rules of Procedure Ordinance

Attached is an Ordinance, Agenda Item 7C, pertaining to the Rules of Procedure for the City Council. It is my hope that these rules will provide the basis of constructive discussion for development of a final document.

Attachment

ORDINANCE NO. 2003-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO RULES OF PROCEDURE FOR THE CITY COUNCIL; REPEALING SECTION 2-1 OF ARTICLE 1, CHAPTER 2 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR PURPOSE AND INTENT; ESTABLISHING PROCEDURES FOR MEETINGS OF THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Section 4.1 of the City Charter of the City of Miami Gardens, the City Council has the authority to determine its own rules of procedure to govern council meetings; and

WHEREAS, the City Council adopted Robert 's Rules of Order as its temporary rules of procedure; and

WHEREAS, on August 27, 2003, a City Council Workshop was held in which the City Council determined that it is in the best interest of the City to adopt its own rules of procedure.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are incorporated herein by reference and made

Section 2. **Purpose and Intent.** The purpose of this Ordinance is to establish uniform procedures for the conduct of council meetings to ensure that the public is provided with an opportunity to be heard. It is the intent of the City Council not to be bound by the technical formalities of Robert's Rules of Order or similar technical parliamentary rules, but instead to conduct council meetings in an informal and relaxed manner to enhance public participation.

Section 3. **Regular Meetings.**

(a) **Number of Meetings.** The City Council shall hold at least eleven (11) regular meetings in each calendar year, at such times and places as the Council may prescribe.

(b) **Time.** The City Council shall hold regular meetings on the second and fourth Wednesday of each month at 7:00 p.m., except the day fixed for any regular meeting may be changed by the City Council if the day is a designated legal holiday. Unless otherwise determined by the City Council, all council meetings shall commence at 7:00 p.m. and shall end no later than 12:00 a.m. No meeting of the City Council shall extend later than 12:00 a.m. except upon the affirmative vote of the majority vote of the members present at the meeting. The City Council shall hold special meetings as provided by Section 4.1 of the City Charter.

(c) **Place.** All meetings of the City Council shall be held at such place designated by the City Manager subject to the approval of the City Council.

(d) **Public Notice.** Public notice of all meetings shall be given in accordance with Chapter 286 of the Florida Statutes. In addition to the notice required by state law, notice shall be posted at City Hall and other places designated by the City Council and a copy of the meeting agenda shall be available at places designated by the City Council. A City Bulletin Board shall be established in a public place at City Hall for posting of public notices, including meeting notices.

Section 4. Officers.

(a) **Presiding Officer.** In accordance with Section 2.1 of the City Charter, the Mayor shall be the Presiding Officer at meetings of the City Council. In the absence of the Mayor, the Vice Mayor shall preside at all meetings of the City Council. In the absence of the Vice Mayor, the City Council shall select one of its members as a temporary Presiding Officer. The Presiding Officer shall preserve strict order and decorum at all meetings of the council. The Presiding Officer has the power, among other things, to recognize a speaker, secure and retain the floor for the speaker and keep order during the meeting.

(b) **City Clerk.** In accordance with Section 3.6 of the City Charter, the City Clerk shall be responsible for preparing the minutes for all council meetings. The City Clerk or a designated Deputy Clerk shall act as Clerk for the City Council. The City Clerk shall prepare the minutes and shall certify all ordinances and resolutions adopted by the City Council.

(c) **City Attorney.** The City Attorney, or such member of the Office of the City Attorney, as may be designated, shall be available to the City Council at all meetings. The City Attorney shall act as parliamentarian, and shall advise and assist the Presiding Officer in matters of parliamentary law.

Section 5. Agenda.

(a) **Preparation.** There shall be an official agenda for every meeting of the City Council. The City Manager and/or Clerk shall be responsible preparing an agenda for each meeting. The agenda shall be distributed to the Mayor, Council Members, City Manager, City Attorney and City Clerk, and placed at the designated sites as far in advance of the meeting as time for preparation will permit.

(b) **Items.** Any City Council member, the City Manager, the City Attorney, and the City Clerk may place matters on the agenda.

(c) **Preparation of Ordinances and Resolutions.** The City Attorney, when requested, shall prepare ordinances and resolutions. Ordinances may be introduced and listed by title and shall be read by title only before consideration by the City Council on first reading. On first reading of ordinances there may be discussion by the City Council and/or City staff, but not members of the general public unless otherwise directed by the Presiding Officer. On second reading there may be discussion by the City Council, City staff and/or members of the general

public. On first reading and second reading, a roll call vote is required for the passage of an ordinance. Only resolutions and motions may be enacted by voice vote calling for “yes” or “no” on the question.

(d) **Approval by City Attorney.** All ordinances, resolutions and contract documents, before presentation to the Council, shall have been reduced to writing and shall have been approved as to form and legal sufficiency by the City Attorney.

(e) **Action by Resolution or Ordinance.** Any actions of the City Council may be taken by motion, resolution or ordinance except that any actions of the Council which provides for raising revenue, appropriating funds or incurring indebtedness (other than refunding indebtedness), which provides a penalty or establishes a rule or regulation for the violation of which a penalty is imposed, shall be by ordinance.

(f) **Statement of Fiscal Impact.** Prior to the second reading of any ordinance, the City Manager shall prepare a written statement setting forth the fiscal impact, if any, of a proposed ordinance. No ordinance shall be considered on second reading if the statement of fiscal impact is not submitted with the ordinance as part of the agenda. The provisions of this rule shall apply on any emergency ordinance or any budget ordinance.

(g) **Withdrawal of Agenda Items.** A sponsor of an agenda item may withdraw the item at any time. An agenda item shall be deemed withdrawn upon its third deferral. The provisions of this rule shall not apply to zoning applications to amend the Comprehensive Master Plan.

(h) **Minutes.** Minutes of regular and special meetings shall be recorded. Such minutes shall be maintained in the Office of the City Clerk. All minutes shall be summary in nature and not verbatim. It shall not be necessary to read the minutes prior to approval.

Section 6. Call to Order.

(a) The Presiding Officer or in his/her absence the Vice Mayor shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Council to order.

(b) In absence of the Presiding Officer and the Vice Mayor, the City Clerk or an assistant to the City Clerk shall call the Council to order, whereupon a temporary Presiding Officer shall be elected by the members of the Council then present.

(c) Upon the arrival of the Presiding Officer or in his/her absence the Vice Mayor, the temporary Presiding Officer shall immediately relinquish the position of Presiding Officer upon the conclusion of the business immediately before the Council.

Section 7. Roll Call. Before proceeding with the business of the Council, the City Clerk or an assistant to the City Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes.

Section 8. Quorum. A majority of the members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance shall be named and shall adjourn to a later time until a quorum is established.

Section 9. Robert's Rules of Order. Robert's Rules of Order Newly Revised shall govern the proceedings of the Council in all cases, unless they are in conflict with the rules established by this Ordinance.

Section 10. Order of Business. Promptly at the hour set by this Ordinance on the day of each regular meeting, the members of the Council shall take their seats, and the business of the Council shall be taken up for consideration and disposition in the following order:

- (a) Call to Order/Roll Call.
- (b) Invocation.
- (c) Pledge of Allegiance
- (d) Approval of Minutes.
- (e) Order of Business.
- (f) Special Presentations.
- (g) Zoning Matters.
- (h) Ordinances for First Reading.
- (i) Ordinances for Second Reading.
- (j) Resolutions
- (k) Reports of City Manager and City Attorney.
- (l) Reports of Mayor and Council Members.
- (m) Requests, Petitions & Other Communications from the Public.
- (n) Adjournment.

The Presiding Officer has the authority to change the order of business stated above subject to the approval of the City Council.

Section 11. Rules of Debate.

(a) **Questions Under Consideration.** On any agenda item, in order for debate to ensue, the Presiding Officer shall call for a motion to accept the matter at hand, whether it is an ordinance, resolution, motion, etc. for "discussion purposes only", and upon receipt of a second to that motion, debate may begin. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, (to lay pending question aside temporarily when something else of immediate urgency has arisen), to postpone, or to amend the motion until the question is decided. These motions shall have preference in the order in which they are mentioned and the first two shall be decided without debate. Final action upon a pending motion may be deferred until a date certain by a

majority of the members present. If, after debate, the motion requires amendment, then Council member making a motion shall state as follows: "I move we adopt Ordinance (Resolution) as read" ["as amended" by Council member _____]. The City Attorney or the City Clerk may request and/or assist with a restatement of the motion for the record. The Council member seconding motion shall say, "I second the motion ["as amended"]".

(b) **As to the Presiding Officer.** The Mayor, as Presiding Officer, shall not move or second an item of debate. The Presiding Officer, however, upon relinquishing the chair, may move or second an item to vote, subject only to such limitations as are imposed by these rules upon all members.

(c) **Improper References to Avoid.** Every member desiring to speak for any purpose shall address the Presiding Officer, and upon recognition, shall be confined to the question under debate avoiding all personalities and indecorous language.

(d) **Interruption, Call to Order, Appeal a Ruling of the Chair.** A member, once recognized, shall not be interrupted when speaking unless it is a call to order or as herein otherwise provided. If a member shall cease speaking until the question or order to be determined by the Presiding Officer, and if in order, the member shall be permitted to proceed. Any member may appeal to the Council from the decision of the Presiding Officer upon a question of order when, without debate, the Presiding Officer shall submit to the Council the question, "Shall the decision of the chair be sustained?" and the Council shall decide by a majority vote.

(e) **Time Limit for Debate.** The debate by the Council members on any one item on the agenda shall not exceed one-half (1/2) hour unless additional time is granted by the Presiding Officer upon approval of the City Council.

(f) **Privilege of Closing Debate.** The Council member sponsoring or moving the adoption of an ordinance, resolution or motion shall have the privilege of closing debate.

(g) **Method of Voting.** After the debate is closed and/or the motion is restated, if necessary, the Presiding Officer shall call for a vote on the motion. In accordance with Section 4.1 of the City Charter, voting shall be by roll call or voice vote. Ordinances require a roll call vote by calling the names of the Council members alphabetically by surname, except that the names shall be rotated after each roll call vote, if requested, so that the Council member who voted first at a preceding roll call vote shall vote last upon the next roll call vote, provided, however, that the Presiding Officer, shall always cast the last vote.

The Clerk shall call the roll, tabulate the votes, and announce the results. The vote upon any resolution, motion or other matter may be by voice vote as previously noted, provided that the presiding officer or any Council member may require a roll call to be taken upon any resolution or motion.

(h) **Explanation of Vote, Conflict of Interest.** There shall be no discussion by any Council member voting, and the Council member shall vote "yes" or "no". Any Council member, upon voting may give a brief statement to explain his or her vote. A Council member shall have the privilege of filing with the City Clerk a written explanation of his or her vote. Any

Council member with a conflict of interest on a particular matter shall refrain from voting or otherwise participating in the proceedings related to that matter and may leave the Council chambers until the consideration of that matter is concluded. Any such Council member who does not leave the chambers shall be deemed absent for purposes of constituting a quorum, counting the vote, or for any other purpose.

(i) **The Votes.** Whenever action cannot be taken because the vote of the City Council has resulted in a tie, the status quo shall continue in effect and the proposed ordinance, resolution or motion that produced the tie vote shall be removed from the agenda without prejudice to its reintroduction on a de novo basis at a later time, provided that in quasi-judicial matters unless the Council designates a different time for such reconsideration.

(j) **Vote Change.** Any Council member may change his or her vote before a recess or adjournment is called, whichever occurs first, but not thereafter. In this case, the City Clerk shall call back the vote and verify the outcome for the Presiding Officer.

(k) **No Motion or Second.** If an agenda item fails to receive a motion or second, it shall be removed from the agenda and may be reintroduced at the same meeting or a subsequent meeting.

(l) **Adjournment.** A motion to adjourn shall always be in order and decided without debate.

(m) **Suspension of the Rules.** No rule of procedure adopted by the City Council shall be suspended except by an affirmative vote of two-thirds (2/3) of the Council members present.

Section 12. Reconsideration. Except in quasi-judicial matters, an action of the City Council may be reconsidered only at the same meeting at which the action was taken, or, if not, at the next regular meeting thereafter. A motion to reconsider may be made only by a Council member who voted on the prevailing side of the question and must be concurred in by a majority of those present at the meeting. A motion to reconsider shall not be considered unless at least the same number of Council members is present as participated in the original vote, or upon affirmative vote of two-thirds (2/3) of those Council members present. Adoption of a motion to reconsider shall rescind the action reconsidered. Quasi-judicial matters may be reconsidered only at the same meeting at which the action was taken.

Section 13. Committees.

(a) In accordance with Section 3.9 of the City Charter, the Council may create communities, boards, and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the City Charter of City Code.

(b) The members of each committee shall select a Chairperson. Each member of the Council shall appoint one (1) member to each committee unless the City Council specifies a different method for the selection of members of a committee. This provision shall not apply to the Charter Revision Commission created under Section 6.2 of the City Charter.

(c) Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council.

(d) No committee so appointed shall have powers other than advisory to the Council or the City Manager except as otherwise specified by the City Charter or City Code. Such committees shall be governed by these rules of procedure and if advisory, shall be subject to the Florida Sunshine and Public Records laws.

Section 14. Public Participation.

(a) **Citizens' Presentations.** Any citizen shall be entitled to be placed on the official agenda of a regular meeting of the Council and be heard concerning any matter within the scope of jurisdiction of the City Council. Only Council members and the City Manager may place a citizen on the official agenda.

(b) **Public Hearings.** Any citizen shall be entitled to speak on any matter appearing on the official agenda under the section entitled "Public Hearings".

(c) **Public Discussion on Agenda Items.** No citizen shall be entitled as a matter of right to address the Council on any matter listed or added to the official agenda which is not scheduled for citizen's presentations, public hearing, discussion or debate unless the Presiding Officer has granted the request to address the Council.

(d) **Registration of Speakers.** The Presiding Officer may require the registration of speakers. If so, the City Clerk shall prepare appropriate cards, which indicate the speaker's name, the agenda item on which he or she is speaking in favor of or against the proposed item.

(e) **Failure to Register.** If registration is required on a particular agenda item, failure to comply with the registration provisions of this section shall prohibit a person from speaking.

(f) **Manner of Addressing the Council and Time Limit.** Each person, other than members of the City staff, who addresses the Council shall step up to the podium and shall give the following information in an audible tone of voice for the minutes.

(1) Name

(2) Address

Whether the person speaks on his or her own behalf, a group of persons, or a third party; or if the person represents an organization; and whether the view expressed by the speaker represents an established policy of the organization approved by the board or governing council;

Whether the person or any immediate family member has a personal financial interest in the pending matter;

Unless further time is granted by the City Council, the speaker shall be limited to five (5) minutes. All remarks shall be addressed to the Council as a body and not to any member thereof.

No person, other than Council members and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked a Council member except through the Presiding Officer.

(e) **Decorum.** Any person making personal, impertinent, or slanderous remarks or who become boisterous while addressing the Council shall be barred from further appearance before the Council by the Presiding Officer, unless permission to continue or again address the Council is granted by a majority vote of the Council.

Section 15. Sergeant -At-Arms. The District Commander of the Miami-Dade County Police Department located in Miami Gardens, or such member(s) of the Police Department as he may designate, shall be sergeant-at-arms of the Council meetings. He, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting.

Section 16. Lobbyist Disclosure. In accordance with Section 7.6 of the City Charter, any person who addresses the City Council on behalf of an individual, corporation or special interest group for compensation must disclose that representation when stating his or her name. In addition, a lobbyist, as defined by Miami-Dade County Code, is required to comply with the following requirements:

(a) Register with the City Clerk prior to lobbying any City government official, i.e., City Council member, City Manager, employee, board or committee member; and

(b) Disclose in writing all persons and/or entities the lobbyist is representing and submit a letter of permission from said person or entity; and

(c) Submit a full disclosure of the comprehensive terms of all compensation or consideration the lobbyist is being paid for such activities; and

(d) Disclose in writing all City government officials directly contacted by the lobbyist, any expenditures involved, any fundraising or campaign contributions made directly or indirectly by the lobbyist to any City government officials or on their behalf.

Any violation of this section shall be subject to penalties under the Code of Ethics of Miami-Dade County.

Section 17. Non-Compliance with Procedural Rules. If a procedural rule of this Council is not complied with as a result of either mistake, inadvertence or excusable neglect, as those terms are defined by law, by either the Presiding Officer or the parliamentarian, then the validity of the underlying substantive ordinance resolution, motion or other action shall in no way be affected thereby, and the failure of compliance with said procedural rule shall not be the basis for any person or party to challenge any ordinance, resolution or other action of this Council.

Section 18. Severability. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 19. Repealer. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed. Section 2 – 1 of Chapter 2, Article I of the Code of Miami-Dade is hereby repealed in its entirety.

Section 20. Effective Date. This ordinance shall be effective ten (10) days after second reading.

PASSED on first reading the ____ day of _____, 2003

PASSED AND ADOPTED on second reading this ____ day of _____, 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Hans Ottinet, Interim City Attorney

Motion on second reading by: _____

Second on second reading by: _____

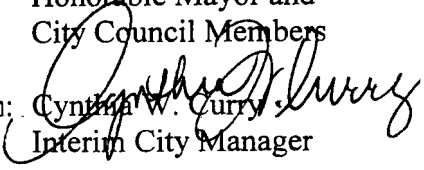
VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



7D Reimbursement of Business & Travel

MEMORANDUM

To	Honorable Mayor and City Council Members	Date	September 10, 2003
From:	 Cynthia W. Curry Interim City Manager	Subject	City Policy on Reimbursement of Business and Travel Related Expenses

RECOMMENDATION

It is recommended that the attached Ordinance, as well as the following Policy guiding the reimbursement of expenses be adopted.

Basis of Travel and Reimbursement Policy:

The City of Miami Gardens Charter provides that "...elected officials and authorized employees of the City shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties limited to no more than \$1,200 per month."

Members of the City Council and authorized staff will find it necessary to request reimbursement for authorized expenses incurred while conducting business on behalf of the City of Miami Gardens. In order to facilitate such reimbursement, there is the need to establish a policy to guide such reimbursement of expenses incurred in carrying out the business of the City of Miami Gardens.

A source that is used as a guide by many government agencies, including Miami-Dade County Government, to direct such a policy is the Internal Revenue Service (IRS) Publication 463. The IRS Publication 463 primarily addresses income tax related requirements for individuals and businesses, but can also be useful as a guide for determining reimbursable expenses, required recordkeeping and documentation of expenses for other applications i.e. governmental entities. You may find this publication useful for gaining a better understanding of how to deal with business expenses.

Travel and Reimbursement Policy

In accordance with provisions of the City of Miami Gardens City Charter, it shall be the policy of the City of Miami Gardens to reimburse Members of the City Council and authorized staff, for authorized expenses incurred in the performance of their official duties up to \$1,200 per month. This amount is non-cumulative and may not be combined if reimbursement is not requested in a previous month (s). Additionally, authorized travel and related expenses incurred by City officials and employees, associated with travel considered necessary and useful to the conduct of City business, may be reimbursed.

Procedures for the Reimbursement of Expenses

After the purchase of items eligible for reimbursement or after travel has been completed or after travel related expenses have been incurred, all elected officials and employees of the City must complete a reimbursement form prepared by the City Manager or his/her designee to receive reimbursement. Travel reimbursement forms along with receipts must be submitted to the City Manager or his/her designee within two weeks of travel. Business related reimbursement forms along with receipts must be submitted to the City Manager or his/her designee within one month of purchase.

Upon receipt of a completed reimbursement form, the City Manager or his/her designee will perform a review to determine compliance with the City's business and travel reimbursement policies. Any non-compliance, missing information, etc. will delay the reimbursement of expenses.

Prohibited Reimbursable Expenses

Reimbursement is prohibited for the purchase of personal items, including but not limited to:

- barber and beauty parlor fees
- medical expenses
- parking tickets
- penalties
- dry cleaning
- campaign contributions or memberships to organizations with political affiliations
- salary payments
- expenses that may appear to be "personal perks" with no benefit to the City
- etc.

Also, specifically prohibited are expenses associated with:

- recreation
- cash gifts
- alcoholic beverages

Expenses for spouses, guests or family members are not reimbursable.

Reimbursement Frequency

Reimbursement of expenses shall be paid no less frequent than monthly, upon the submittal of a completed reimbursement form to the City Manager or his/her designee.

Reimbursement Documentation Required

Requests for reimbursements in accordance with this policy shall be accompanied by a form approved by the City Manager or his/her designee which includes at a minimum, the item, description of the item, amount paid for the item, date purchased, and purpose.

This Reimbursement Policy complements the Ordinance relating to reimbursement of business and travel related expenses being presented for first reading.

Attachment



INCIDENTAL EXPENSE REPORT
(FOR TRAVEL AND OTHER RELATED BUSINESS)

DATE _____

NAME _____
Print Name

INDEX CODE _____

DEPARTMENT _____

DIVISION _____

DESTINATION _____

MODE OF TRANSPORTATION USED _____

VACATION COMBINED WITH TRIP? YES ☐ NO ☐

DEPARTED MIAMI: Time _____ Date _____

ARRIVED MIAMI: Time _____ Date _____

TOTAL AIR TRANSPORTATION EXPENSE \$ _____

PRIVATE AUTO EXPENSE

DATE	FROM	TO	MILES
TOTAL MILES			

@ CURRENT RATE = \$ _____

SUBSISTENCE EXPENSES

DATE	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL
ITEMS *								
TAXI, AUTO RENTAL								
BREAKFAST								
LUNCH								
DINNER								
LODGING (Receipt Attached)								
PER DIEM								
REGISTRATION								
COMMUNICATIONS								
OTHER (Specify)								
TOTAL								

I hereby certify that Reimbursement has not been requested for meals included in registration payments and that the above is a true and correct statement of travel expenses incurred in the conduct of city business.

Employee

Department Director

*ATTACH ALL RECEIPTS INCLUDING AIR CARRIER

FINANCE USE ONLY - DO NOT WRITE BELOW THIS LINE

TOTAL PRIVATE AUTO EXPENSES

TOTAL SUBSISTENCE EXPENSES

TOTAL TO BE REIMBURSED OR (RETURNED)

\$ _____

\$ _____

\$ _____

\$ _____

RECEIVED BY _____

DATE PAID _____

ORDINANCE 2003-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO REIMBURSEMENT OF BUSINESS AND TRAVEL RELATED EXPENSES; PROVIDING FOR PURPOSE AND INTENT; ESTABLISHING GUIDELINES FOR THE REIMBURSEMENT OF EXPENSES; PROVIDING FOR VERIFICATION OF TRAVEL EXPENSES; PROVIDING THE CITY MANAGER WITH THE AUTHORITY TO ADOPT ADMINISTRATIVE PROCEDURES TO CARRY OUT THE PURPOSE OF THIS ORDINANCE; PROVIDING FOR PENALTIES FOR FRAUDULENT CLAIMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Section 2.6 of the City Charter, the City Council has the authority to adopt its own rules to regulate the reimbursement of business expenses incurred in the performance of official duties by City officials; and

WHEREAS, pursuant to Florida law, the City Council wishes to adopt a policy to provide guidelines and procedures for the reimbursement of expenses incurred as a result of carrying out City business; and

WHEREAS, the City Council believes that the reimbursement of expenses shall be based on budgetary constraints and the circumstances wherein the conduct of the City business warrants the incurrence of an expense.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are incorporated by reference herein and made part hereof.

Section 2. **Purpose and Intent.**

This purpose of this Ordinance is to establish a general policy for the reimbursement of business travel, subsistence and related expenses, incurred in the performance of City business. To qualify for reimbursement, such expenses must be reasonable and prudent under the circumstances and directly related to the conduct of City business. Unnecessary or excessive expenditures shall not be approved or reimbursed by the City Manager. This Ordinance pertains to all business travel and all travel related expenses. All references herein to the City Manager include the Interim City Manager.

Section 3. Guidelines for the Reimbursement of Expenses.

Upon proper approval of reimbursement request, the City will reimburse all travel-related expenses such as commercial transportation, lodging, meals, tips, registrations, parking fees, communication charges, and other business-related expenses at actual cost. In case of meals, elected will have the option to choose reimbursement at actual cost or reimbursement based on the maximum rates established under Florida law. Employees of the City will be reimbursed for meals at the maximum rates established under Florida law.

Transportation Expenses.

Reimbursement of transportation related expenses will be based upon the least expensive mode of transportation available, unless a more expensive mode is necessary due to business-related requirements. In determining the least expensive mode, commercial bus service will be excluded. Reimbursement for mileage will be according to the maximum rate established under Florida law if personal vehicles are used for business travel.

Lodging.

Reimbursement of lodging expenses will be based on what is a normal and reasonable cost for the area. Proximity to the conference, seminar, or meeting will also be taken into account. If a double room is required because a spouse or personal guest has accompanied an elected official, the City will reimburse only the cost of a single room. The City will reimburse any business-related communications costs (telephone, fax, modem, etc.). The City will not reimburse the cost of any in-room movie or personal communications costs.

(c) Meals.

Elected officials have the option to choose reimbursement of meals at actual cost or reimbursement based on the maximum rates established under Florida law. Employees of the City will be reimbursed for meals at the maximum rates established under Florida law.

Total meal cost includes food, non-alcoholic beverages, taxes, and tips. Reimbursement of tips will be limited to 20% of the total meal cost. The City will not reimburse the cost of any alcoholic beverages. Reimbursement of meal expenses will be based on what is reasonable cost for the area. The City will not reimburse meal costs to the extent they are lavish or extravagant.

Section 4. Verification of Travel Claims.

Before the City reimburses any expense incurred in the conduct of official business, elected officials and employees of the City must attest in a form prepared by the City Manager and/or her designee that the expenses were incurred in the performance of officials duties related to the affairs of the City. Expenses will not be reimbursed where the traveler fails to verify the expenses.

Section 5. Authority of the City Manager. The City Manager shall have the authority to adopt administrative policies to carry out the purpose of this Ordinance. The City Manager shall have the discretion to reject all business and travel claims that are not in compliance with this Ordinance or travel expense policies adopted by the Office of the City Manager.

Section 6. Penalties for Fraudulent Travel Claims.

Any person who willfully makes and subscribes any such claim that he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or assists in, or procures, counsels, or advises the preparation or presentation of such claim that is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, commits a misdemeanor of the second degree, punishable as provided in Section 775.082, Florida Statutes or Section 775.083, Florida Statutes. Whoever receives an allowance or reimbursement by means of a false claim is civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

Section 7. Repeal Clause. That all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict or inconsistent herewith are hereby repealed insofar as there is conflict or inconsistency.

Section 8. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. Effective Date. This Ordinance shall become effective ten days after adoption on second reading.

PASSED on first reading the ____ day of _____, 2003.

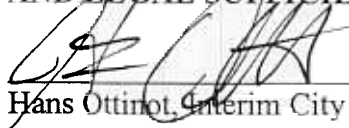
PASSED AND ADOPTED on second reading this ____ day of _____, 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.


Hans Ottinot, Interim City Attorney

Motion on second reading by: _____

Second on second reading by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



7E Purchasing Agent

MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From: Cynthia W. Curry
Interim City Manager

Subject: Waiver of
Competitive Bid
Process for
Small Purchases
Under \$2,500

RECOMMENDATION

It is recommended that the attached ordinance pertaining to the waiver of competitive bid for purchases under \$2,500 be approved.

BACKGROUND

In the day-to-day operation of the City during the transition phase, circumstance may arise for the Interim City Manager to purchase equipment, supplies or services based on an unforeseen or unanticipated need. Before a purchase of this nature is made, telephone and/or facsimile quotations will be sought, whenever feasible, from no fewer than three qualified vendors. This waiver provision will be used in a prudent manner.

ORDINANCE NO. 2003-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DESIGNATING A PURCHASING AGENT; PROVIDING FOR INFORMAL COMPETITIVE BIDDING; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that purchasing guidelines and procedures are essential elements in the administration of the City's day to day activities; and

WHEREAS, the City Charter requires that contracts for public improvements and purchases of supplies, materials or services shall be awarded or made on the basis of specifications and competitive bids, except in cases where the City Council specifically determines that it is impractical to do so; and

WHEREAS, the Council hereby determines that it is impractical to purchase through competitive biddings materials, supplies, equipment, improvements or services for which funds are provided in the budget and for which the total amount to be expended is \$2, 500 or less.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

PURCHASING PROCEDURES

Section 1. Purchasing Agent.

The City Manager or his/her designee shall be the chief purchasing agent of the City. The purchasing agent shall contract for, purchase, store and distribute all supplies, materials and equipment required by any office, department or agency of the City. The purchasing agent shall establish and enforce specifications, inspect or supervise the inspection of all deliveries and have full and complete charge of, and be responsible for, all supplies, materials, and equipment purchased for or belonging to the City. All references herein to the City Manager include the Interim City Manager.

Section 2. Purchasing Limitations; Competitive Bidding.

(a) **Purchases less than \$2,500:** Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of \$2,500 may be made or entered in to by the City Manager without submittal to the City Council and without competitive bidding. Single purchases or contracts an excess of \$2,500 shall not be broken to amounts less than \$2,500 to avoid the competitive bidding requirements.

b) **Purchases in excess of \$2,500:** The City Council shall approve all purchases of or contracts for materials, supplies, equipment, public improvements or services where the total amount to be

expended is more than \$2,500. Such purchases shall be subject to competitive bidding requirements, unless the competitive bidding requirements are waived by the City Council.

Section 3. Informal Bidding Procedure.

(a) For purchases less than \$2,500, the City Manager shall solicit informal bids from at least three persons or entities engaged in the business of furnishing such materials, supplies, equipment and public improvements or rendering such services.

(b) The City Manager may publish a public invitation to bid if necessary for purchases less than \$2,500.

Section 4. Waiver of Competitive Bidding Procedures.

The City Council hereby waives the competitive bidding requirement for purchases less than \$2,500.

Section 5. Governmental Contracts.

The City Manager is hereby authorized to enter into bids or contracts entered into by another governmental authority provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in this ordinance.

Section 6. Repeal of Conflicting Provisions.

All provisions of the Code of Miami-Dade County as made applicable to the City by the City Charter which are in conflict with this Ordinance are hereby repealed.

Section 7. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, and phrases of this Ordinance shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Inclusion in the code.

It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City of Miami Gardens Code; and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section " or other appropriate word.

Section 9. Effective Date. This ordinance shall be effective ten days after adoption on

PASSED on first reading the _____ day of _____, 2003

PASSED AND ADOPTED on second reading this ____ day of _____, 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Motion on second reading by: _____

Second on second reading by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From: Cynthia W. Curry
Interim City Manager

Subject: Zoning Ordinance

RECOMMENDATION

It is recommended that the attached ordinance pertaining to planning and zoning matters in the City of Miami Gardens be approved.

BACKGROUND

In order for the City Council to assume jurisdiction and exercise power over planning and zoning decisions arising under Chapter 33 of the Miami-Dade County Zoning Code, Chapter 33 must be amended to substitute the City Council in the place of the Community Zoning Appeals Board and the Board of County Commissioners.

On August 14, 2003, a zoning workshop was held for the Council to provide an overview of the role and responsibility of the Council for zoning matters. Staff is planning another workshop for the Council that will be more of a training session that will incorporate a mock zoning hearing setting which will allow the Council to have some practical application on "mock" zoning applications and issues. A tentative date of Tuesday, September 23, 2003 is under consideration for this workshop.

ORDINANCE NO. 2003-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO ZONING; ADOPTING CHAPTER 33 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, ENTITLED "ZONING"; ASSUMING JURISDICTION BY THE CITY COUNCIL OVER PLANNING AND ZONING DECISIONS; PROVIDING FOR CODIFICATION, ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, under Article VIII, Section 8.3 of the City Charter, Chapter 33, of the Miami-Dade County code of ordinances, entitled "Zoning," shall remain in effect in the City until amended or repealed; and,

WHEREAS, the Mayor and City Council desire to apply the provisions of Chapter 33 of the Miami-Dade County code and to permanently assume jurisdiction over planning and zoning decisions.

BE IT ENACTED BY THE BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. Creation of Ordinance. Chapter 2 of the code of Ordinances of the City of Miami Gardens is created and entitled "Planning and Zoning Powers" to read as follows:

PLANNING AND ZONING POWERS

2.1 *Designation.* This section shall be designated and known as the City of Miami Gardens Planning and Zoning Powers Ordinance. This section shall be applicable to all City planning and zoning applications.

(a) Application and Enforcement of Miami-Dade County Zoning Code.

Chapter 33 of the Miami-Dade County Code, entitled "Zoning", and its parts (i.e., part 33A, Developments in Incorporated Areas Creating County Impact, etc.) shall be applied within the municipal boundaries of the City of Miami Gardens, as provided by Section 8.3 of the City Charter.

(b) Substitution of City Council for Community Zoning appeals Board and County Commission.

The City Council of the City of Miami Gardens assumes jurisdiction, and shall exercise the power, over planning and zoning decisions arising under chapter 33 of the Miami-Dade County Code. To effect this power, Chapter 33

is amended to substitute the City Council in the place and instead of the Community Zoning Appeals Board and the Board of County Commissioners so that all requests for district boundary changes, change in the zoning regulations applicable within the City, appeal of administrative decisions, special exceptions or unusual uses, new uses, and variances shall be decided by the City Council. The County staff shall perform application processing, review, hearing and administration functions for the City as may be provided by agreement between the City and the County.

(c) Zoning Compliance Review and Approval; Standards; Authority to Grant Variances, etc.

The City Council may delegate authority and responsibility to employees, contractors or boards to review and process all permit applications for zoning compliance and to show zoning approval by a stamp or mark with a signature on all copies of applications and plans pursuant to agreement between Miami-Dade County and the City of Miami Gardens, or as otherwise may be subsequently provided. The standards and criteria set for in Chapter 33 of the Miami-Dade County Code zoning code shall govern the performance of the duties delegated pursuant to this subsection.

(d) Appeals; Judicial Review.

Section 33-313 and Section 33-314, providing for appeals to the County Commission, shall be inapplicable with respect to an action taken before the City Council on an application for a development order. An applicant or any aggrieved party may seek judicial review of a final order of the City Council as provided by the Florida Statutes or the Florida Rules of Appellate Procedure.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 3. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. Codification. This ordinance shall be codified and included in the City of Miami Gardens Code of Ordinances.

Section 5. Effective Date. The Miami-Dade County zoning Code in effect shall be applied under this ordinance. This ordinance shall take effect ten (10) days after adoption on second reading.

PASSED AND ADOPTED on first reading the ____ day of _____, 2003

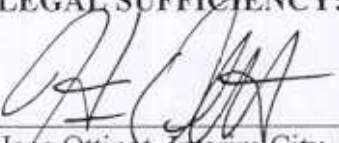
PASSED AND ADOPTED on second reading this ____ day of _____, 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottino, Interim City Attorney

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



MEMORANDUM

To: Honorable Mayor and Members of the City Council	Date: August 20, 2003
From: Cynthia W. Curry Interim City Manager	Subject: Transition Budget (May 13, 2003 – September 30, 2003)

Attached is the recommended Transition Budget for the first fiscal period May 3, 2003 through September 30, 2003, for the City of Miami Gardens. Also recommended for approval is the attached ordinance relating to the Transition Budget.

The revenues supporting the Transition Budget are derived from start-up funds (\$300,000) provided through an Interlocal Agreement with Miami-Dade County. These start up funds have been advanced to the City of Miami Gardens based on the fact that the County will be collecting certain revenues on behalf of the City during the year. The source of revenue collections is primarily utility tax funds, which are collected by the County monthly. These funds will also be included in the FY 2003-04 budget as a major revenue source. On August 7, 2003, the Council passed an ordinance on first reading implementing the utility tax, preparing the City to receive these funds.

The other source of revenue for the Transition Budget is State Revenue Sharing. The State Revenue Sharing Program is another major revenue source for the City. These funds were applied for on June 20, 2003 by the County. The City has met the requirements to participate in the State Revenue Sharing Program. An estimated \$500,000 is expected to be received from the State Department of Revenue by the end of Fiscal Year 2002-2003.

Total Revenues identified to support the Transition Budget to date are \$800,000.

Regarding expenditures in the Transition Budget, the categories of compensation and allowance are associated with allocation rates that have been authorized by City Charter for the Mayor and members of the City

Honorable Mayor and Members
of the City Council
August 20, 2003
Page 2

Council. The transition staff expenditure rates, with the exception of \$18,000 for staff support to the Interim City Manager, were authorized at the July 24th Council meeting. The proposed allocation of \$18,000 for staff support to the Interim City Manager is necessary to assist the Interim Manager in carrying out the responsibilities of the office. It should also be noted that accrual of personnel cost as well as the allowance and compensation for Council members became effective on July 23, 2003. Several other categories of expenditures have been previously authorized by the Council, such as office supplies, equipment, furnishings, computer equipment/installation, and legal services.

Regarding the recommended \$25,000 allocation to support the executive search for the city manager, this amount represents a projection of what might be expended during the fiscal period. It does not represent the full cost, the balance of which will be reflected in the FY2003-2004 budget. There is a category of expenditure for "Other General Operating Expenses." This category will allow funds for necessary services such as accounting services.

In an abundance of caution, I have included an emergency contingency reserve in the amount of \$31,000 to provide support in the case of an emergency. It is recommended that these funds may only be expended by action of the Council.

A cash carryover amount of \$520,438 is projected in this budget. If the emergency reserve is not expended, the cash carryover projection will be \$551,438.

Please be advised that the line items within this budget are projections and may not be fully expended during this fiscal period. In this case, unexpended funds will carryover and be add to the amount referenced above.

/cwc

PROPOSED TRANSITION BUDGET
CITY OF MIAMI GARDENS
(May 13, 2003 – September 30, 2003)

Revenues

City Transition Budget

Startup Revenue
(Miami-Dade County)

\$ 300,000

(advance payment from Miami-Dade
County to come from City's Share of
utility taxes)

Intergovernmental Revenue

- State Revenue Sharing

\$ 500,000

Total Revenues

\$ 800,000

Revenue Source Description:

Utility Taxes are municipal charges levied by a city on every purchase of a public service within the corporate limits. Public service includes electricity, gas, fuel oil, and water. The Utility Tax revenue is derived from a 10% tax levied on each customer's bill for electricity, gas and water. As a result of the incorporation of the City of Miami Gardens, Section 166.231(A), Florida Statutes, authorizes the City to collect Utility taxes. The above amount represents an advance payment from Miami-Dade County to the City of Miami Gardens for a portion of the Utility taxes due to the City. Utility taxes are collected monthly by Miami-Dade County and distributed to municipalities.

Intergovernmental Revenues are defined as those revenues that are generated by other governmental agencies and remitted to the jurisdiction. State Revenue Sharing proceeds, are one example of intergovernmental revenues.

The State Revenue Sharing Program provides for revenue from 32.4% of the tax on each pack of cigarettes, plus \$.01 municipal gas tax, plus 25% of the state alternative fuel decal user fee.

Expenditures**City Transition Budget****Comment****Compensation
(Elected Officials):**

Auth./Charter

▪ Mayor	\$7,840
▪ Seat 1	2,240
▪ Seat 2	2,240
▪ Seat 3	2,240
▪ Seat 4	2,240
▪ Seat 5	2,240
▪ Seat 6	2,240

Total Compensation**\$21,280****Allowance
(Elected Officials):**

Auth./Charter

• Mayor	\$2,400
• Seat 1	2,400
• Seat 2	2,400
• Seat 3	2,400
• Seat 4	2,400
• Seat 5	2,400
• Seat 6	2,400

Total Allowance**\$16,800****Transition Staff:**

• William Green (Transition Coordinator)	15,582
• Hans Ottinot (Interim City Attorney)	15,582
• Vacancy (Interim City Clerk)	7,000
• Cynthia W. Curry (Consultant)	18,800
Lillie Q. Odom (Administrative Coordinator)	9,380
• Temporary Services -A1A (Administrative Assistant)	4,393
• Reserve for Interim City Manager Staffing	18,000

Total Transition Staff**\$88,737**

<u>Expenditures</u>	<u>City Transition Budget</u>	<u>Comment</u>
Leased Space	-0-	
Utilities	-0-	
Telecommunications (Incl. initial website dev and cellular phone service)	2,500	
Janitorial Services	1,400	
Office Supplies/furnishings	20,000	Previously authorized by Council
Computers/Accessories	18,500	Previously authorized by Council
Legal Ads and Public Info.	3,000	
Insurance (errors and omissions/ commercial liability)	1,500	
Contracted Legal Services (Charter development)	31,245	Previously authorized by Council
Printing	1,000	
Postage	100	
In-service Training (seminars, materials) (Florida League of Cities)	1,500	
Audio Support/set-up For meetings	6,000	
Executive Search (City Manager)	\$25,000	
Other General Operating Expenses	10,000	
Emergency Contingency	31,000	

Total Other Operating	\$ 152,745
Grand Total Transition Expenditures	\$ 279,562
Revenue in excess of expenditures	\$ 520,438

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A GENERAL FUND OPERATING BUDGET FOR THE FISCAL YEAR COMMENCING MAY 13, 2003 AND ENDING SEPTEMBER 30,2003; PROVIDING FOR POST AUDIT; PROVIDING FOR EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.7 of the Charter, the City Council is required to adopt its first Fiscal Year Budget commencing y 13, 2003 and ending September 30,2003; and

WHEREAS, the interim city manager has prepared the transition budget for consideration by the Council;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. Budget Adoption. That the General Fund Operating Budget for the Fiscal year commencing May 3, 2003 and ending September 30, 2003 attached is hereby adopted.

Section 2. Post Audit Provided. Pursuant to Section 4.10 of the City Charter and Section 218.23(l)(b), the City Council hereby provides for annual post audits of the City's financial accounts.

Section 3. Expenditure of Funds Appropriated in the Budget Authorized. Funds appropriated in the Budget may be expended by the Interim City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance and shall constitute an appropriation of the amounts specified herein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.7 of the City Charter.

Section 4. Effective Date This Ordinance shall become effective ten (10) days after adoption on second reading.

PASSED AND ADOPTED on first reading the day of _____, 2003

PASSED AND ADOPTED on second reading this day of _____, 2003

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Motion on second reading by: _____

Second on second reading by: _____

VOTE:

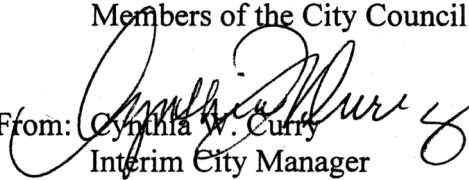
Mayor Shirley Gibson	(Yes)	_____(N)
Vice Mayor Aaron Campbell, Jr.	(Yes)	_____(N)
Councilman Melvin Bratton	(Yes)	_____(N)
Councilman Oscar Braynon II	(Yes)	_____(N)
Councilwoman Audrey King	(Yes)	_____(N)
Councilwoman Sharon Pritchett	(Yes)	_____(N)
Councilwoman Barbara Wilson	(Yes)	_____(N)



MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From:  Cynthia W. Curry
Interim City Manager

Subject: Transitional Services
(Janitorial)

RECOMMENDATION

This memorandum serves to request ratification by the Council of the Interim City Manager's action to engage Vista Janitorial Services to perform the day-to-day cleaning and maintenance of the City's Administrative Offices, on a month-to-month basis, until the City identifies a permanent location and sets forth a mechanism for competitively bidding out the service. Funds are available in the City's budget to cover these transitional services.

BACKGROUND

In July of this year the Council accepted an offer of temporary office space from Ross Properties, to be used as the temporary location of the City's Administrative offices. In the letter of agreement between the City and Ross Properties it was made clear that the City would be responsible for obtaining and funding janitorial services for the space occupied to include restrooms and kitchen area. In an effort to secure janitorial services at a reasonable price three quotes were obtained for specified janitorial services. The quotes ranged from \$700 per month to \$875 per month. Vista Janitorial Services was the lowest quote. This service covers the entire 7600 sq. ft. of office space, the kitchen area, and adjacent bathrooms. Services provided by Vista began effective August 14, 2003.

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MIAMI GARDENS AND VISTA BUILDING MAINTENANCE SERVICES INC., ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has a need for janitorial services for its administrative offices; and

WHEREAS, Vista Building Maintenance Services Inc. was selected after the solicitation of quotes from other vendors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOW:

Section 1. Approval of Agreement. The agreement by and between the City of Miami Gardens and Vista Building Services Maintenance Inc., as attached hereto as Exhibit "A" be, and the same, is hereby approved.

Section 2. Authority of the Mayor. The Mayor is hereby authorized to execute said agreement.

Section 3. Effective date. This Resolution shall become effective upon adoption.

PASSED and ADOPTED on this 10th day of September 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

CITY OF MIAMI GARDENS

JANITORIAL SERVICES AGREEMENT NO. 03-01

THIS AGREEMENT, entered into this _____ day of _____ 2003, by and between the **CITY OF MIAMI GARDENS** (hereinafter referred as to "City") and **VISTA BUILDING MAINTENANCE SERVICES, INC.,** (hereinafter referred to as "Contractor"), a Florida corporation.

WHEREAS, Contractor is a qualified janitorial service corporation qualified to do business in Florida; and

WHEREAS, the City desires to contract with Contractor to provide the services described in the proposal/scope of work dated August 14, 2003, and attached hereto as Exhibit "A", and for the consideration hereinafter named, Contractor covenants and agrees with the City as follows:

1. **Services.** Contractor shall provide all labor, supervision, materials, supplies and equipment, to perform janitorial services as more particularly described in Exhibit "A" attached hereto and made a part hereof. This Agreement establishes the scope of services, specifications and performance standards to be performed, as incorporated herein, and firm prices in accordance with the Contractor's quotation dated August 14, 2003.

The total price for these services is **\$695.00**, payable: ☐ monthly ☐ upon completion.

2 **Payment for Contractor's Services.** Request for partial payment of services must be submitted monthly, in duplicate, with supporting documents, if any, referencing this contract number and/or Purchase Order Number, to the attention of the Finance Department, City of Miami Gardens, 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida, 33160.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor.

Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

3. **Additional Services.** If the need for additional work or changes under this Agreement is identified by Contractor during the course of performing its obligations hereunder, Contractor shall set forth such additional work and the cost thereof in a supplemental work order (a "Supplemental Work Order") and submit such Supplemental Work Order for approval by the City. No such additional work shall be done or paid for without the specific prior written approval of the City.

City of Miami Gardens 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

4. **Availability of Funds.** The obligations of The City of Miami Gardens under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City Commission.

5. **Undisclosed Conditions.** In the event that undisclosed conditions are discovered during the performance of this Agreement, the City shall have the right to cancel this Agreement upon thirty (30) days written notice to Contractor. Upon termination, the City may bid//re-bid the project if the Contractor fails to perform under this Agreement due to the undisclosed conditions.

6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverage to protect the City and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents, sub-Contractors or employees, as more particularly set forth below:

- ☐ Comprehensive General liability insurance -- including broad form contractual liability coverage for all operations, including, but not limited to, contractual, products, and completed operations, personal injury and property damage liability with limits of One Million Dollars (\$1,000,000) combined single limit occurrence.

Insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

Such insurance shall not diminish Contractor's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City. **Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City's Risk Janitorial Department. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

Contractor shall also require and ensure that each of its sub-Contractor(s) providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.

City of Miami Gardens 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

Compliance with these insurance requirements shall not relieve or limit the Contractor's liability and obligations under this contract.

7. **Relation to Parties.** It is understood and agreed that nothing contained in this Agreement shall be deemed to create a partnership, joint venture, other association, or an employer/employee relationship between the Contractor and the City. Contractor shall be in the relation of an independent Contractor and is to have entire charge, control and supervision of the work to be performed hereunder. The Contractor does not have the power to bind the City in any promise, agreement or representation other than as provided for in this Agreement.

8. **Compliance with Law.** Contractor shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement (Applicable Laws) and shall obtain and maintain, at its sole expense, any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

9. **Compliance with Occupational Safety and Health.** Contractor hereby certifies that all materials, equipment, etc., used to perform the services required by this Agreement meets all OSHA requirements.

10. **Waiver of Liability/Indemnity.** The City shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence or omission of Contractor or any one of its employees, sub- Contractor(s) or agents. Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any claim, loss, damage, liability, cost or expense, including attorneys' fees, whether or not due to or caused in whole or in part by City or its employees, arising out of (i) the performance or breach by the Contractor of its obligations under this Agreement. Contractor hereby irrevocably waives any right and agrees not to file any mechanic's or materialman's lien against the interest of the owner of the property.

11. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the City and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the Contractor and it may not, either directly or indirectly, assign its rights or delegate its obligations to City hereunder without first obtaining the City's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

12. **Term.** This Contract shall be on a month-to-month basis and shall commence on _____. This contract may not be renewed.

13. **Termination.** This Agreement may be cancelled by the City, with or without cause, upon thirty (30) days written notice to Contractor. This Contract shall be subject to immediate termination if the services do not comply with the specifications stated herein, or fails to meet the City's performance standards.

14. **Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise

City of Miami Gardens 7801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: if to the City to the attention of with a copy to Cynthia W. Curry, Interim City Manager, and one copy to Hans Ottinot, Interim City Attorney, at City of Miami Gardens, 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169, and to Contractor at: Vista Building Maintenance Services, Inc., 8200 Coral Way, Miami, Florida 33155, Attention: Mario B. Lopez, Field Manager.

15. **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

16. **Remedies for Breach.** Should Contractor fail to perform, City shall notify Contractor in writing of such failure to perform and Contractor shall have thirty (30) days of receiving such notice to cure such failure. If Contractor is unable to cure such failure to perform then City shall receive a refund equal to the actual cost of a third party to cure such failure. The City may sue for damages in circuit court. If City fails, refuses or is unable to perform any term of this agreement, City shall only pay for services rendered as of the date of termination.

17. **Attorney's Fees.** If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in such suit or action in both trial court and appellate court, all costs, together with reasonable attorney's fees for the collection and enforcement of judgment.

18. **Miscellaneous.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understanding relating hereto. Any modification of this Agreement shall be effective only if in writing, and signed by the parties to this Agreement. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

19. **Conflicting Provisions.** The terms and conditions in this agreement supersede any other conflicting provisions that are contained in any other document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, on the day and year first written above.

City of Miami Gardens 7801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

WITNESSES:

**VISTA BUILDING MAINTENANCE
SERVICES, INC.**

Print Name: _____

By: _____
President

Print Name: _____

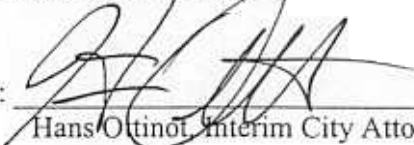
ATTEST:

CITY OF MIAMI GARDENS

By: _____
Acting City Clerk

By: _____
Shirley Gibson, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Hans Oltinot, Interim City Attorney

City of Miami Gardens 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax



Proposal and Agreement

August 14, 2003

Mr. William Green
City of Miami Gardens
17801 NW 2nd Avenue, Suite 201
Miami Gardens, FL 33169

Dear Mr. Green:

Thank you for the opportunity to be of service to the City of Miami Gardens. The outline on the accompanying page is a detailed maintenance program designed to keep your facility in a clean, fresh condition week after week, month after month, all year long. Aside from the attached plan, we have already performed a one time shampoo/cleaning of your carpet at no extra charge.

All labor, materials, restroom and restroom paper goods/supplies, and equipment needed to perform janitorial services as specified on the attached proposal will be provided by VISTA.

We are including a copy of our Certificate of Liability Insurance for your files. All of our employees are covered by workers compensation insurance, and we pay all federal and state unemployment insurance tax.

All work is 100% guaranteed. Each week or as often as required, we will report to you in person or by telephone for any comments or suggestions you may wish to offer.

MONTHLY FEE:

We will perform the service as outlined in a reliable manner for the monthly amount of: **\$ 697.85**
(Six hundred ninety-seven dollars and 85 cents).

STARTING DATE:

The cleaning service will commence on the 14th day of August, 2003. This Agreement will continue from year to year as specified on the attached proposal. However, it may be modified from time to time or terminated by either party by giving notice in writing at least thirty (30) days prior to the desired date of termination. Since all work is guaranteed, we look forward to a long and pleasant relationship.

TERMS OF PAYMENT: Net 30 days, by check.


Mano B. Lopez, Contract Coordinator

ACCEPTANCE:

The prices, specifications, and conditions of this page and accompanying pages of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Mr. William Green

Title _____ Date of Acceptance _____

VISTA

Building Maintenance Services*Professional Janitorial Services*

August 14, 2003

CITY OF MIAMI GARDEN
Attn: Mr. William Green
17801 NW 2 Ave, Suite # 201
Miami Gardens, FL 33169

Re: **REVISED** Price quote for Janitorial Services
Tentative date to start: August 14, 2003

Dear Mr. Green:

As per request we are submitting a *revised* written proposal to clean the above named location, Monday to Friday, after 5:00 p.m. Our scope of work is as follows:

7600 sq ft. carpeted office space

- 1.- **Daily**, empty waste baskets, and replace liners as needed.
- 2.- Dust furniture, file cabinets, desks, etc., **once a week**.
- 3.- **Daily** pick-up small debris, clips, and rubber bands, etc. off carpeted areas.
- 3.- Vacuum carpet **once a week**.
- 4.- **Daily**, organize furniture in order, after cleaning.

Restrooms: Daily

- 1.- Empty waste baskets and change liners.
- 2.- Clean and sanitize toilet bowl, urinal, toilet seat, wash basin.
- 3.- Clean & refill hand paper towel, toilet tissue & liquid hand soap dispensers.
- 4.- Sweep & damp mop floor.
- 5.- Clean & damp wipe counter & mirrors.

Vinyl Tile floor areas:

- 1.- Sweep vinyl & ceramic tiles, **daily**
- 2.- **Damp mop floor once a week, or as needed.**

Monthly Charge: \$697.85 for labor, equipment, *restroom and restroom paper goods & cleaning supplies.*

Mr. Green, please advise if the above meets your needs, and let me know soon as possible of any changes that you may deem necessary. We thank you for the opportunity to be of service.

Sincerely,

Mario Lopez, Field Manager
VISTA BLDG. MAINT SERVICES INC.



MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From: Cynthia W. Curry
Interim City Manager

Subject: Transitional Services
(Audio)

RECOMMENDATION

This memorandum serves to request ratification by the Council of the Interim City Manager's action to engage High Performance Design to provide audio services on a month-to-month basis, until the City either purchases its own audio equipment or sets forth a mechanism for competitively bidding out the service. Funds are available in the City's budget to cover these transitional services.

BACKGROUND

For the first 3 meetings (July 23, 24, 31) audio services were provided by Miami-Dade County Parks and Recreation Department as a part of the City's transitional assistance package. Similar support has been provided by the County to other newly created municipalities. As such, at a cost the County also provided the initial advertisements for meetings, secured sites for meetings, and handled the hiring of the Parks Department to handle audio services. The cost of these transitional services will be addressed in the pending Master Interlocal Agreement between the County and the City.

Since the first three meetings, the City has utilized the services of Garrett Production (the firm that the Parks Department subcontracted with to perform audio services) to provide audio services for the City's meetings and workshops (August 7, 14, 20). The City continued to utilize Garrett Productions to accommodate the meeting schedule until we were able to seek additional quotes for the services. In an effort to secure these services at a more reasonable cost, staff sought other quotes for these services. The quotes ranged from \$500 per event to \$750 per event. High Performance Design was the lowest quote at \$500 per event.

RESOLUTION NO. 2003-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MIAMI GARDENS AND HIGH PERFORMANCE DESIGN FOR AUDIO SERVICES, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens is in need of audio services for its council meetings and other public meetings; and

WHEREAS, High Performance Design was selected after the solicitation of several quotes from other vendors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOW:

Section 1. Approval of Agreement. The agreement by and between the City of Miami Gardens and High Performance Design., as attached hereto as Exhibit "A" be, and the same, is hereby approved.

Section 2. Authority of the Mayor. The Mayor is hereby authorized to execute said agreement.

Section 3. Effective date. This Resolution shall become effective upon adoption.

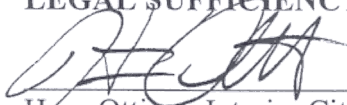
PASSED and ADOPTED on this 10th day of September 2003

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

CITY OF MIAMI GARDENS AUDIO SERVICES AGREEMENT NO. 03-02

THIS AGREEMENT, entered into this _____ day of _____ 2003, by and between the **CITY OF MIAMI GARDENS** (hereinafter referred as to "City") and **HIGH PERFORMANCE DESIGN**, (hereinafter referred to as "Contractor"), a Florida corporation.

WHEREAS, Contractor is a qualified provider of audio services and is qualified to do business in the State of Florida; and

WHEREAS, the City desires to contract with Contractor to provide the audio services as described in the report of the Interim City Manager, and for the consideration hereinafter named, Contractor covenants and agrees with the City as follows:

1. **Services.** Contractor shall provide all labor, supervision, materials, supplies and equipment, to perform audio services as more particularly described in the report of the Interim City Manager and made a part hereof. Contractor shall provide an audio recording of all meetings of the council. Contractor shall set up the audio system at least thirty (30) minutes before the scheduled meeting. This Agreement establishes the scope of services, specifications and performance standards to be performed, as incorporated herein, and firm prices in accordance with the Contractor's quotation.

The total price for these services is **\$500.00**, payable: ☐ monthly ☐ upon completion.

2 **Payment for Contractor's Services.** Request for partial payment of services must be submitted monthly, in duplicate, with supporting documents, if any, referencing this contract number and/or Purchase Order Number, to the attention of the Finance Department, City of Miami Gardens, 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida, 33169.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor.

Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

3. **Additional Services.** If the need for additional work or changes under this Agreement is identified by Contractor during the course of performing its obligations hereunder, Contractor shall set forth such additional work and the cost thereof in a supplemental work order (a "Supplemental

City of Miami Gardens 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

Work Order”) and submit such Supplemental Work Order for approval by the City. No such additional work shall be done or paid for without the specific prior written approval of the City.

4. **Availability of Funds.** The obligations of The City of Miami Gardens under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City Commission.

5. **Undisclosed Conditions.** In the event that undisclosed conditions are discovered during the performance of this Agreement, the City shall have the right to cancel this Agreement upon thirty (30) days written notice to Contractor. Upon termination, the City may bid//re-bid the project if the Contractor fails to perform under this Agreement due to the undisclosed conditions.

6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverage to protect the City and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents, sub-Contractors or employees, as more particularly set forth below:

- ☐ Comprehensive General liability insurance -- including broad form contractual liability coverage for all operations, including, but not limited to, contractual, products, and completed operations, personal injury and property damage liability with limits of One Million Dollars (\$1,000,000) combined single limit occurrence.

Insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

Such insurance shall not diminish Contractor’s indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City. **Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City’s Risk Janitorial Department. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

Contractor shall also require and ensure that each of its sub-Contractor(s) providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.

City of Miami Gardens 7801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

Compliance with these insurance requirements shall not relieve or limit the Contractor liability and obligations under this contract.

7. **Relation to Parties.** It is understood and agreed that nothing contained in this Agreement shall be deemed to create a partnership, joint venture, other association, or an employer/employee relationship between the Contractor and the City. Contractor shall be in the relation of an independent Contractor and is to have entire charge, control and supervision of the work to be performed hereunder. The Contractor does not have the power to bind the City in any promise, agreement or representation other than as provided for in this Agreement.

8. **Compliance with Law.** Contractor shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement (Applicable Laws) and shall obtain and maintain, at its sole expense, any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

9. **Compliance with Occupational Safety and Health.** Contractor hereby certifies that all materials, equipment, etc., used to perform the services required by this Agreement meets all OSHA requirements.

10. **Waiver of Liability/Indemnity.** The City shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence or omission of Contractor or any one of its employees, sub- Contractor(s) or agents. Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any claim, loss, damage, liability, cost or expense, including attorneys' fees, whether or not due to or caused in whole or in part by City or its employees, arising out of (i) the performance or breach by the Contractor of its obligations under this Agreement. Contractor hereby irrevocably waives any right and agrees not to file any mechanic's or materialman's lien against the interest of the owner of the property.

11. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the City and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the Contractor and it may not, either directly or indirectly, assign its rights or delegate its obligations to City hereunder without first obtaining the City's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

12. **Term.** This Contract shall be on a month-to-month basis and shall commence on _____. This contract may not be renewed.

13. **Termination.** This Agreement may be cancelled by the City, with or without cause, upon thirty (30) days written notice to Contractor. This Contract shall be subject to immediate termination if the services do not comply with the specifications stated herein, or fails to meet the City's performance standards.

City of Miami Gardens 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

14. **Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: if to the City to the attention of with a copy to **Cynthia W. Curry, Interim City Manager**, and one copy to **Hans Ottinot, Interim City Attorney**, at **City of Miami Gardens, 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169**, and to Contractor at: **HIGH PERFORMANCE DESIGN**, _____, Attention: _____.

15. **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

16. **Remedies for Breach.** Should Contractor fail to perform, City shall notify Contractor in writing of such failure to perform and Contractor shall have thirty (30) days of receiving such notice to cure such failure. If Contractor is unable to cure such failure to perform then City shall receive a refund equal to the actual cost of a third party to cure such failure. The City may sue for damages in circuit court. If City fails, refuses or is unable to perform any term of this agreement, City shall only pay for services rendered as of the date of termination.

17. **Attorney's Fees.** If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in such suit or action in both trial court and appellate court, all costs, together with reasonable attorney's fees for the collection and enforcement of judgment.

18. **Miscellaneous.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understanding relating hereto. Any modification of this Agreement shall be effective only if in writing, and signed by the parties to this Agreement. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

19. **Conflicting Provisions.** The terms and conditions in this agreement supersede any other conflicting provisions that are contained in any other document.

City of Miami Gardens 7801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, on the day and year first written above.

WITNESSES:

HIGH PERFORMANCE DESIGN

Print Name: _____

By: _____
President

Print Name: _____


ATTEST:

CITY OF MIAMI GARDENS

By: _____
Acting City Clerk

By: _____
Shirley Gibson, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
Hans Ottinet, Interim City Attorney

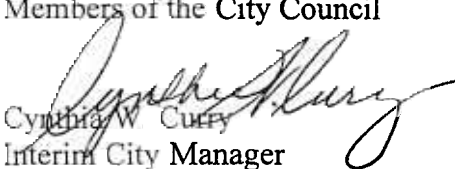
City of Miami Gardens 17801 NW Second Avenue, Suite 201, Miami Gardens, Florida 33169
(305) 653-3944 phone (305) 653-3955 Fax



MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From: 
Cynthia W. Curry
Interim City Manager

Subject: Executive Search –
City Manager

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution authorizing the Interim City Manager to negotiate and execute a Professional Services Agreement with Colin Baenzinger and Associates, to conduct an executive search for the position of City Manager. Funds are available to cover these services.

BACKGROUND

On July 24, 2003, the City Council adopted Resolution No. 2003-15 authorizing the solicitation of proposals from recruitment firms to conduct a national search for a City Manager. The City Administration issued an *Invitation to Submit Proposals* for the provision of executive search services. The Invitation resulted in four responses and one "no response". Based on an evaluation of the responses received, it was determined that the proposal from Colin Baenzinger to perform the executive search for the position of City Manager, at a cost not to exceed \$16,500, was the most responsive. The City will assume the cost of candidate travel expenses, local advertising and any other activities the City would like to incorporate as it relates to the selection process. Funds in the amount of \$25,000 have been appropriated to cover total expenses associated with the City Manager executive search process.

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, SELECTING COLIN BAENZIGER AND ASSOCIATES AS THE EXECUTIVE SEARCH FIRM TO CONDUCT THE SEARCH FOR OF A CITY MANAGER; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF MIAMI GARDENS AND COLIN BAENZIGER AND ASSOCIATES FOR PROFESSIONAL SERVICES IN THE AMOUNT OF SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500); ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, by Resolution No. 2003-15, adopted on July 14, 2003, authorized the solicitation of proposals from recruitment firms to conduct a national search for City Manager; and

WHEREAS, the City Administration issued a Request for Proposal ("RFP") for the provision of executive search services for the position of City Manager; and

WHEREAS, four responses and one "no response" were received; and

WHEREAS, the proposal received Colin Baenziger and Associates was deemed the most responsive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOW:

Section 1. Selection of Firm. The City Council hereby selects the firm of Colin Baenziger and Associates as the search firm to conduct the search for the City Manager.

Section 2. Approval of Agreement. The agreement by and between the City of Miami Gardens and Colin Baenziger and Associates, as attached hereto as Exhibit "A" be, and the same, is hereby approved.

Section 3. Authority of the Interim City Manager. The Interim City Manager is hereby authorized to execute said agreement.

Section 4. Effective date. This Resolution shall become effective upon adoption.

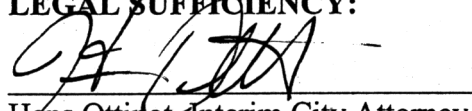
PASSED and ADOPTED this 10th day of September 2003

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

CITY OF MIAMI GARDENS

PROFESSIONAL SERVICES AGREEMENT NO. 03-03

THIS AGREEMENT, entered into this _____ day of _____ 2003, by and between the CITY OF SUNNY ISLES BEACH (hereinafter referred as to "City") and COLIN BAENZIGER AND ASSOCIATES, (hereinafter referred to as "Consultant"), a Florida corporation.

WHEREAS, Consultant is a qualified search firm and qualified to do business in Florida; and

WHEREAS, the City desires to contract with Consultant to provide the services described in the proposal attached hereto as Exhibit "A", and for the consideration hereinafter named, Consultant covenants and agrees with the City as follows:

1. **Services.** Consultant shall provide all labor, supervision, materials, supplies and equipment, to perform management consulting services as more particularly described in Exhibit "A" attached hereto and made a part hereof. This Agreement establishes the scope of services, specifications and performance standards to be performed, as incorporated herein, and firm prices in accordance with the Consultant's proposal.

The total price for these services is \$16,500, payable in accordance with the following payment schedule:

Payment	Amount	Contingent Upon
#1	\$3,500	Development of Candidate Profile; Compensation Package; & List of Candidates.
#2	\$4,500	List of Semi-Finalists, including credentials; and Notification to Selected and Non-selected Candidates.
#3	\$8,500	Coordination of the Interview Process and Assist with Employment Negotiations on an advisory basis.

2. **Payment for Consultant Services.** Request for partial payment of services must be submitted monthly, in duplicate, with supporting documents, if any, referencing this contract number and/or Purchase Order Number, to the attention of the City Manager, City of Miami Gardens, 17801 N.W. 2nd Avenue, St. 201, Miami, Florida 33169.

Consultant shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Consultant with the prior written approval of the City. If the City disputes any charges on the

City of Miami Gardens 17801 N.W. 2nd Avenue, St. 201, Miami Gardens, Florida 33169
(305) 653-4439 phone (305) 653-4455

invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant.

Consultant shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

3. **Additional Services.** If the need for additional work or changes under this Agreement is identified by Consultant during the course of performing its obligations hereunder, Consultant shall set forth such additional work and the cost thereof in a supplemental work order (a "Supplemental Work Order") and submit such Supplemental Work Order for approval by the City. No such additional work shall be done or paid for without the specific prior written approval of the City.

4. **Availability of Funds.** The obligations of the City of Miami Gardens under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City Council.

5. **Undisclosed Conditions.** In the event that undisclosed conditions are discovered during the performance of this Agreement, the City shall have the right to cancel this Agreement upon thirty (30) days written notice to Consultant. Upon termination, the City may re-bid the project if the Consultant/Contractor fails to perform under this Agreement due to the undisclosed conditions.

6. **Insurance.** Consultant shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverage to protect the City and Consultant against all loss, claims, damage and liabilities caused by Consultant, its agents, sub-Consultants or employees, as more particularly set forth below:

- ☐ Comprehensive General liability insurance -- including broad form contractual liability coverage for all operations, including, but not limited to, contractual, products, and completed operations, personal injury and property damage liability with limits of One Million Dollars (\$1,000,000) combined single limit occurrence.
- ☐ Errors and Omission -- Consultant shall carry a minimum of \$500,000 coverage for errors and omissions.

Insurance required of the Consultant shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

Such insurance shall not diminish Consultant's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City. **Before any work under this Agreement is performed, and at any time upon request, Consultant shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be**

City of Miami Gardens 17801 N.W. 2nd Avenue, St. 201, Miami Gardens, Florida 33169
(305) 653-4439 phone (305) 653-4455

appropriately endorsed for contractual liability, with the City named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City's Risk Management Department. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Consultant hereunder.

Consultant shall also require and ensure that each of its sub-Consultant(s) providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.

Compliance with these insurance requirements shall not relieve or limit the Consultant's liability and obligations under this contract.

7. **Relation to Parties.** It is understood and agreed that nothing contained in this Agreement shall be deemed to create a partnership, joint venture, other association, or an employer/employee relationship between the Consultant and the City. Consultant shall be in the relation of an independent Consultant and is to have entire charge, control and supervision of the work to be performed hereunder. The Consultant does not have the power to bind the City in any promise, agreement or representation other than as provided for in this Agreement.

8. **Compliance with Law.** Consultant shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement (Applicable Laws) and shall obtain and maintain, at its sole expense, any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

9. **Compliance with Occupational Safety and Health.** Consultant hereby certifies that all materials, equipment, etc., used to perform the services required by this Agreement meets all OSHA requirements.

10. **Waiver of Liability/Indemnity.** The City shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence or omission of Consultant or any one of its employees, sub-Consultant(s) or agents Consultant hereby agrees to indemnify, defend and hold harmless the City from and against any claim, loss, damage, liability, cost or expense, including attorneys' fees, whether or not due to or caused in whole or in part by City or its employees, arising out of (i) the performance or breach by the Consultant of its obligations under this Agreement Consultant hereby irrevocably waives any right and agrees not to file any mechanic's or materialman's lien against the interest of the owner of the property.

11. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the City and to any and all of its successors and assigns, whether by merger, consolidation, transfer

City of Miami Gardens 17801 N.W. 2nd Avenue, St. 201, Miami Gardens, Florida 33169
(305) 653-4439 phone (305) 653-4455

of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the Consultant and it may not, either directly or indirectly, assign its rights or delegate its obligations to City hereunder without first obtaining the City's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

12. **Term.** This Contract shall commence on date of execution and expire upon the completion of services set forth in Exhibit "A". This contract may not be renewed. Any renewal of this Contract shall be subject to appropriation of funds by the City Council.

13. **Termination.** This Agreement may be cancelled by the City, with or without cause, upon thirty (30) days written notice to Consultant. This Contract shall be subject to immediate termination if the services do not comply with the specifications stated herein, or fails to meet the City's performance standards.

14. **Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: if to the City to the attention of Cynthia W. Curry, Interim City Manager,, with a copy to Hans Ottinot, Interim City Attorney at 17801 N.W. 2nd Avenue, St. 201, Miami Gardens, Florida 33169, and to Consultant at 12970 Dartford Trail-St. 8, Wellington Florida 33414. Attention: Colin Baenziger.

15. **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

16. **Remedies for Breach.** Should Consultant fail to perform, City shall notify Consultant in writing of such failure to perform and Consultant shall have thirty (30) days of receiving such notice to cure such failure. If Consultant is unable to cure such failure to perform then City shall receive a refund equal to the actual cost of a third party to cure such failure. The City may sue for damages in circuit court. If City fails, refuses or is unable to perform any term of this agreement, City shall pay for services rendered as of the date of termination.

17. **Attorney's Fees.** If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in such suit or action in both trial court and appellate court, all costs, together with reasonable attorney's fees for the collection and enforcement of judgment.

18. **Miscellaneous.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall

City of Miami Gardens 17801 N.W. 2nd Avenue, St. 201, Miami Gardens, Florida 33169
(305) 653-4439 phone (305) 653-4455

nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understanding relating hereto. Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

19. **Conflicting Provisions.** The terms and conditions in this agreement supersede any other conflicting provisions that are contained in any other document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, on the day and year first written above.

WITNESSES:

COLIN BAENZIGER & ASSOCIATES

Print Name: _____

By: _____
Colin Baenziger, President

Print Name: _____

ATTEST:

CITY OF MIAMI GARDENS

By: _____
Acting City Clerk

By: _____
Cynthia W. Curry, Interim City Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
Hans Ottino, Interim City Attorney

City of Miami Gardens 17801 N.W. 2nd Avenue, St. 201, Miami Gardens, Florida 33169
(305) 653-4439 phone (305) 653-4455

ATTACHMENT A

SCOPE OF SERVICES

The Provider shall within a period not to exceed twelve weeks, provide the following:

1. At the initiation of this search, Provider shall determine the City's needs and expectations for the position of City Manager through a site visit, analysis of written materials, and discussions with the City's elected officials and Interim City Manager. This includes determining the attributes of the position, current issues, job requirements, desired management and leadership style, interpersonal skills and other attributes necessary to identify in the search for this position. A target compensation package and project schedule must also be developed.
2. Develop a Recruitment Profile/ Job Description for the position, and present it to the City Manager for approval.
3. Develop an advertisement plan and place any advertisements in professional journals and on appropriate web sites and. Copies of all advertisements placed must be provided to the City.
4. Identify and directly contact and recruit qualified candidates. Receive resumes from applicants resulting from advertisements and other recruitment efforts. Provide weekly update to the City on all activities. This can be done via e-mail to the Interim City Manager
5. Screen all candidates, conduct evaluations and/or telephone interviews to develop a "short list" of finalist, five to ten to be recommended to the Mayor for interview. Notify those not selected.
6. Coordinate and if requested, attend the interview process or any other activity as deemed appropriate by the City.

Work with the Mayor, City Manager and/or City Attorney on an advisory basis during employment negotiations.
8. Conduct thorough background and reference checks on those selected by the Mayor. These background checks will include at least the following areas: education, employment history, criminal, civil driver's license, media and detailed reference checks. Said background checks will be made available for inspection by the City upon request to the Provider.
9. Prepare and provide the City Manager with a written report of all findings. This report does not supercede weekly reports that must be provided to the City Manager on all activities.
10. Perform at no additional charge, if requested, a team building workshop between the Manager and the Council.
11. Redo the executive search at no additional charge, except for the cost of expenses only, should the selected candidate leave the City's employment within twelve (12) months of his/her employment date.

The City shall:

1. Be responsible for providing the facilities to be utilized during the interview process.
2. Pay for advertisements in local newspapers.
3. Coordinate and pay for travel expenses of candidates traveling from outside the area and/or any other activities associated with the interview process.
4. Provide any studies prepared which analyze the feasibility of incorporation or the demographics of the community, any budget information, the City's Charter, any job descriptions and other materials that define the role and duties of the City Manager.



MEMORANDUM

To: Honorable Mayor and
City Council Members

Date: September 10, 2003

From: *Cynthia W. Curry*
Interim City Manager

Subject: Support Staff Agreements

As a follow-up to my memorandum of August 18, 2003 (see attached), regarding the appointments of Renée S. Jones and Richard E. Miller, the attached agreements are provided for your information. These appointments were made pursuant to Resolution No. 2003-17, Section 3 (Appointment of Interim City Manager).

Should you have any questions, I am available at your earliest convenience to discuss this matter.



MEMORANDUM

To: Honorable Mayor and
City Council Members

Date: August 18, 2003

From: Cynthia W. Curry
Interim City Manager

Subject: Appointments

I am pleased to announce the appointment of Renée S. Jones, IPMA-CP and Richard E. Miller as support staff to the Interim City Manager. Both Mrs. Jones and Mr. Miller will provide professional services on a contractual basis, (effective August 13th) as a part of the interim management team on a month-to-month basis each at a cost of \$4500 a month.

Mrs. Jones is a retired executive from the City of Miami with approximately 25 years of extensive experience in the areas of human resources and budgeting. Mrs. Jones began her career with the City in the Department of Management and Budget where she held several positions of increasing responsibility. Her primary responsibilities included projecting and monitoring the City's general operating revenue and developing and monitoring the operating budgets for the Mayor's Office, Board of Commissioners, the City Manager's Office and the Department of Human Resources.

For approximately 16 years, Mrs. Jones worked in the City's Department of Human Resources where she assisted the Assistant City Manager/Director of Human Resources in directing and planning the City's human resources program which included recruitment, selection, employment, compensation, records management, training and testing for approximately 3,000 employees.

Mrs. Jones has a Masters in Public Administration from Florida International University and a Bachelor of Science in Business Administration from Florida State University. She also holds the International Personnel Management Association – Certified Professional (IPMA-CP) designation in the field of human resources.

A resident of the Miami Gardens area for approximately 22 years, Mrs. Jones is active in numerous professional and civic organizations.

Mr. Miller is a retired executive from Miami-Dade County government with over 30 years of extensive experience in the areas of administration and budgeting. Mr. Miller began his career with the County in the Personnel Department and held positions with the Criminal Justice Council, Office of Management and Budget, Community and Economic Development, and the Housing and Urban Development Department where he retired as Deputy Director. Since his retirement, Mr. Miller provides organizational and housing development consultant services through his firm, The Sphinx Group, Inc., where he serves as CEO.

Mr. Miller has a Masters in Public Administration from Florida International University and a Bachelor of Business Administration from Florida Atlantic University. A former resident of the Miami gardens area for over 40 years, Mr. Miller is active in numerous church related, professional and civic organizations.

Please join me in welcoming both Mrs. Jones and Mr. Miller to the interim management team.

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, CONFIRMING THE APPOINTMENT OF RENEE S. JONES AND RICHARD E. MILLER AS SUPPORT STAFF TO THE INTERIM CITY MANAGER; AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS ATTACHED HERETO AS EXHIBIT "A" AND "B"; PROVIDING THE CITY MANAGER WITH THE AUTHORITY TO HIRE ADDITIONAL TRANSITIONAL SUPPORT STAFF ON AN AS NEEDED BASIS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interim City Manager was provided with the authority to handle the day- to-day operations of the City; and

WHEREAS, the Interim City Manager wishes to confirm the appointment of her support staff and to express a desire to seek additional help on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOW:

Section 1. Confirmation of Appointments. The City Council hereby confirms the appointment of Renee S. Jones and Richard E. Miller.

Section 2. Authority of the Interim City Manager. The Interim City Manager is hereby authorized to execute the agreements by and between the City of Miami Gardens and Renee S. Jones and Richard E. Miller, as attached hereto as Exhibit "A" and "B" be, and the same, are hereby approved. The Interim City Manager is provided with the authority to hire additional support staff on an as needed basis provided that notice is provided to the City Council.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

PASSED and ADOPTED this 10th day of September 2003

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

Agreement Between the City of Miami Gardens and Renée S. Jones, IPMA-CP

This Agreement is made and entered into this 13th day of August 2003, between the City of Miami Gardens, Florida (hereinafter the "City") and Renée S. Jones, IPMA-CP (hereinafter the "Interim Human Resources Administrator"), pursuant to the following terms and conditions.

Whereas, the City wishes to retain Renée S. Jones as Interim Human Resources Administrator during the initial phase of the City's operation; and

Whereas, Renée S. Jones wishes to accept the appointment as Interim Human Resources Administrator under the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the City and the Attorney agree to the following:

Section 1. Duties. The Interim Human Resources Administrator shall perform the following duties:

- Provide a recommendation regarding a comprehensive human resources program for the City.
2. Evaluate Executive Search firm proposals for the position of City Manager; recommend and negotiate with successful vendor; and serve as the City's liaison throughout the search process..
3. Coordinate and finalize the executive search for the position of City Clerk.
4. Coordinate executive search process for the position of City Attorney.
5. Provide recommendation regarding an executive benefits package.
6. Analyze general operating budgets (e.g., Human Resources, City Attorney's Office, and others as designated) to determine appropriate level of staffing for fiscal year 2003-2004.
7. Develop a resume bank and provide recommendation regarding the intake of applications/resumes pending the establishment of the human resources program.
8. Provide technical assistance to the Interim City Manager as it relates to the human resources function and other tasks as required.

Section 2. Compensation.

The compensation shall be \$4,500 a month and it shall be payable in accordance with regularly scheduled method of compensation instituted for consultants hired by the City.

Section 3. Term and Termination.

This Agreement shall commence upon execution on a month-to-month basis beginning August 13, 2003. Either party may terminate this Agreement at any time upon two (2) weeks notice. If Agreement is terminated, the Interim Human Resources Administrator shall be compensated for work performed until the date of termination.

Section 4. Coordination of Services.

The City's representative/liaison during the performance of this Agreement shall be Cynthia W. Curry, Interim City Manager. The Interim Human Resources Administrator shall not respond to requests for services under this Agreement unless the request is received directly from the Interim City Manager.

Section 5. Entire Agreement.

The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

Section 6. Severability.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

Section. 7. Waiver.

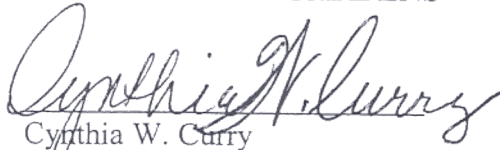
The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.

Section 8. Governing Law.

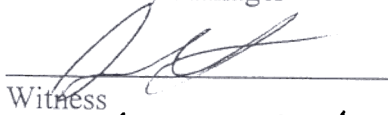
The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.


EXHIBIT A

CITY OF MIAMI GARDENS



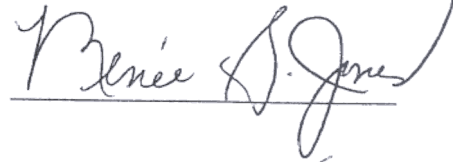
Cynthia W. Curry
Interim City Manager



Witness


Witness

Date 8/13/03

RENÉE S. JONES, IPMA-CP




Witness


Witness

Date 8/13/03

RESUME

RENEE SHAW JONES, IPMA-CP
1723 N.W. 192nd Street
Miami, FL 33056
(305) 621-3592

PROFESSIONAL OBJECTIVE

To attain a highly responsible administrative position which would afford me the opportunity to establish and contribute to the successful accomplishment of an organization's goals and objectives.

PROFESSIONAL EXPERIENCE

City of Miami
Department of Human Resources
444 S.W. 2nd Avenue
Miami, FL 33130

December 1998 – January 2003
January 1986 – December 1998

Position: Assistant Director
Position: Assistant to the Director

Chief Responsibilities: Highly responsible managerial positions reporting to and assisting Assistant City Manager/Human Resources Director in planning and directing a comprehensive personnel program for approximately 3,000 civil service, unclassified and temporary employees. Formulated, interpreted and recommended personnel policies in the areas of recruitment and selection; wage and salary administration; records management; training; test validation; equal opportunity/diversity; and labor relations. Coordinated citywide medical and background investigation functions; and departmental budget, finance, procurement and legislative functions. Performed general accounting for Miami Centennial '96. Other responsibilities included supervision of Group Benefits and Safety functions and coordination of Pay-for-Performance Appraisal System. Significant accomplishments included development and implementation of City of Miami Drug Testing Program; contracting of medical services function resulting in savings of approximately \$100,000 annually; implementation of employee training and development program; implementation of federally mandated CDL Drug Testing Program; development of records management program utilizing commercial records facility; and procurement of a high density storage system which enhanced department's records retention capabilities. Supervised approximately 40 employees.

April 1980 - January 1986

City of Miami
Department of Management and Budget

Position: Senior Management Analyst

Chief Responsibilities: Assisted in the development of City of Miami's annual budget, in particular, the coordination of revenue forecasts. Projected and monitored general operating revenue of approximately \$221 million. Supervised the development and maintenance of departmental budgets. Analyzed financial documents and prepared monthly and quarterly status reports. Developed and maintained computerized personnel and revenue data.

RESUME - Renee Shaw Jones

Page 2

April 1979 - April 1980

Position: Management Analyst

Chief Responsibilities: Prepared, analyzed and monitored departmental budgets. Reviewed departmental personnel and financial transactions. Assisted in the projection of general operating revenues.

October 1977 - April 1979

Position: Career Development Intern

Chief Responsibilities: Assisted in the formulation and implementation of budgetary control systems. Designed and developed budget forms and procedures to promote effective and efficient expenditure control. Maintained budget for the Division of Operations Analysis.

April 1977 - September 1977

Burdines
22 East Flagler Street
Miami, Florida 33131

Position: Executive Trainee

Chief Responsibilities: Interviewed and screened applicants for potential employment. Supervised contingent staff. Monitored and prepared reports regarding company adherence to Affirmative Action and OSHA guidelines. Performed weekly audit of departmental time sheets.

EDUCATION

December 1978

Master of Public Administration
Florida International University
Miami, Florida

March 1977

Bachelor of Science in Business Administration
Florida State University
Tallahassee, Florida

CURRENT AND FORMER PROFESSIONAL & CIVIC AFFILIATIONS

International Personnel Management Association
National Forum for Black Public Administrators
Florida Public Personnel Association
The Florida Bar - Eleventh Circuit Fee Arbitration Committee
Delta Sigma Theta Sorority, Inc., Dade County Alumnae Chapter, Past President
Jack and Jill of America, Inc., The Miami Chapter, President
Sickle Cell Disease Association of Dade County
Big Brothers-Big Sisters

Mr. Richard E. Miller
18735 Northeast 18th Avenue, Miami, FL. 33179
(305) 935-3700 (Home)/(305) 625-3900 (Office)

Mr. Richard E. Miller is currently the Chief Executive Officer for The Sphinx Group, Inc., (TSG), housing consultants. U.S. Department of Housing and Urban Development related assistance is offered by TSG in the areas of HOPE VI, Public Housing, Section 8, HOME Investment Partnership Program and the Community Development Block Grant Program. Assistance is provided in competitive instrument development (RFQ, RFA, RFP), leadership development and staff and board retreats

Affordable housing planning development by TSG includes land acquisition assistance, multifamily rental housing development, single-family home ownership development and asset management information. Organizational development assistance includes organizational structure and staffing standards assessment, agency mission statement establishment; strategic plan, organizational goals and objectives, and position descriptions development, establishing employee performance standards and ensuring staff accountability.

TSG performs management analysis and development in the areas of hiring, promotions, terminations, staff training, performance evaluation, and productivity and efficiency analyses. Public/private partnership development services are performed by TSG in housing developer liaisons through alliances with government agencies, cooperative ventures and fund leveraging assistance.

Development financing assistance is offered in working with traditional and non-traditional lending institutions to arrange for financing that meets agencies' capital and development needs.

Housing Financing

Miami-Dade County's Affordable Housing Program, which funds some \$30 million annually and coordinates the development of hundreds of housing units yearly, was developed under the leadership of Mr. Miller. Funding for the Affordable Housing Program reflects Mr. Miller's close collaboration between public/private partnerships and various levels of government (local, state and federal). Mr. Miller has significant knowledge and familiarity with mixed financing rules; regulations and practices as evidenced by the level of coordination performed with public and private partner lenders in structuring the financial makeup and feasibility of the County's HOPE VI project.

Housing Development Coordination

Housing development under this affordable housing program guided by Mr. Miller included new construction and rehabilitation of homeownership units as well as the new construction and rehabilitation of multifamily rental units for low-income families.

Additionally, second mortgages through this program allowed very-low-income families to become homeowners. Housing development of such a magnitude required Mr. Miller's management and supervision of environmental review criteria setting and monitoring, asset management analysis and coordination, procurement and contracting management overview and the review of Minority Business, Women Business and Section 3 goal setting and compliance.

Mr. Miller is experienced in developing housing programs that require close collaboration with private sector organizations, lending institutions, financial intermediaries, and liaisons with federal and state managers. His working relations with various levels of governmental officials helped the Miami-Dade Housing Agency in its mission to provide quality affordable home ownership and rental housing opportunities to low- and moderate-income families.

HOPE VI Expediter Capacity

Mr. Miller has executive level experience with a HOPE VI recipient agency where the agency received two HOPE VI Grants of \$35 million and \$ 2.6 million. He is very familiar with the overall HOPE VI concept, rules, regulations, etc. and has interpreted and explained the concept and its requirements to subordinate managers, community residents and policy makers. Further, his detailed familiarity with these regulatory aspects of HOPE VI led to the successful development of a funded application.

Relocation

Mr. Miller has executive level experience in directing and managing the relocation of both elderly and family public housing residents. This vacancy consolidation of three public housing developments involved close collaboration of planning and implementation activities with HUD. Some 1,000 households involved in this vacancy consolidation were successfully relocated.

Career Progression Miami-Dade County Government

May 1996 to June 2000 - Miami-Dade Housing Agency
Deputy Director

March 1988 to May 1996 - Office of Community and Economic Development
Housing Division Director

June 1986 to March 1988 - Housing & Urban Development Department
Budget & Finance Administrator

March 1982 to June 1986 - Office of Management & Budget
Administrative Assistant

September 1976 to March 1982 – Criminal Justice Planning Unit
Special Projects Administrator

Education

Florida International University, 1975
Master of Science in Management, Public Administration

Florida Atlantic University, 1973
Bachelor of Business Administration, Human Resources Management

Professional Affiliation

National Association of Housing and Redevelopment Officials (NAHRO)
National Organization of African Americans in Housing (NOAAH)
Hispanic Americans National Housing Association (HANHA)
Florida Housing Coalition

Civic Organizations

South Florida Council Boy Scouts of America - 1985 - Present, Executive Board Member
Community Crusade Against Drugs of South Florida, Inc. – 2002 – Present, Board
President
The Alternatives Program, Inc. - 1986 - Present, Board Member
South Florida Food Recovery Center – 2001 - Present, Board Member
Beta Beta Lambda Chapter, Alpha Phi Alpha Fraternity, Inc. – Life Member

Agreement Between the City of Miami Gardens and Richard E. Miller

This Agreement is made and entered into this 13th day of August 2003, between the City of Miami Gardens, Florida (hereinafter the "City") and Richard E. Miller (hereinafter the "Interim Community Relations Officer"), pursuant to the following terms and conditions.

Whereas, the City wishes to retain Richard E. Miller as Interim Community Relations Officer during the initial phase of the City's operation; and

Whereas, Richard E. Miller wishes to accept the appointment as Interim Community Relations Officer under the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the City and the Attorney agree to the following:

Section 1. Duties. The Interim Community Relations Officer shall perform the following duties:

- 1) Provide assistance in overall budget development activities and liaison for the Parks and Recreation budget.
- 2) Coordinate Quality Neighborhood Improvement Plan (QNIP) activities within the City, interfacing with the County.
- 3) Assist with the development of the City's website to include gathering and developing resources and materials.
- 4) Assist in the development of interlocal agreements with Miami-Dade County.
- 5) Conduct research and prepare reports as needed.
- 6) Provide technical assistance to the Interim City Manager in the areas of community development, economic development and housing and other areas as requested.

Section 2. Compensation.

The compensation shall be \$4,500 a month and it shall be payable in accordance with regularly scheduled method of compensation instituted for consultants hired by the City.

Section 3. Term and Termination.

This Agreement shall commence upon execution on a month-to-month basis beginning August 13, 2003. Either party may terminate this Agreement at any time upon two (2) weeks notice. If Agreement is terminated, the Interim Community Relations Officer shall be compensated for work performed until the date of termination.

Section 4. Coordination of Services.

The City's representative/liaison during the performance of this Agreement shall be Cynthia W. Curry, Interim City Manager. The Interim Community Relations Officer shall not respond to requests for services under this Agreement unless the request is received directly from the Interim City Manager.

Section 5. Entire Agreement.

The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

Section 6. Severability.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

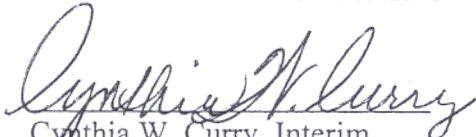
Section 7. Waiver.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.

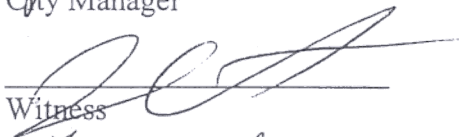
Section 8. Governing Law.

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

CITY OF MIAMI GARDENS


Cynthia W. Curry, Interim
City Manager

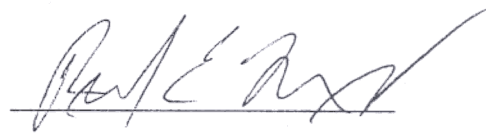
Witness



Lillie P. Adam
Witness

Date

8/13/03

RICHARD E. MILLER




Lillie P. Adam

Date

8/13/03



MEMORANDUM

To: The Honorable Members
of the City Council

Date: September 10, 2003

From: Shirley Gibson
Mayor

Subject: Temporary City
Clerk

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution regarding retaining the services of Mary Eagle to conduct select duties of the City Clerk on a temporary basis.

BACKGROUND

The City of Miami Gardens is currently in the process of filling the position of City Clerk. Until such time, it is necessary to retain the services of Mary Eagle on a temporary basis to perform selected duties of the City Clerk's position.

Ms. Eagle will be compensated at a rate of \$40 per hour for time worked during the period August 27, 2003 through September 30, 2003. As the City Council is aware, Ms. Eagle was introduced and provided services at the special meeting and workshop that was held on August 27, 2003.

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RETAINING THE SERVICES OF MARY EAGLE ON A TEMPORARY BASIS TO PERFORM SELECTED DUTIES OF THE CITY CLERK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is in the process of filling the position of City Clerk; and

WHEREAS, the City Council wishes to retain the services Mary Eagle on a temporary basis to perform selected duties of the City Clerk's position, as more specifically described in Exhibit "A", attached hereto and made a part of hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. Approval. The City Council hereby approves retaining Mary Eagle.

Section 2. Authority of Mayor. The Mayor is hereby authorized to execute said Agreement attached hereto as Exhibit "A".

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

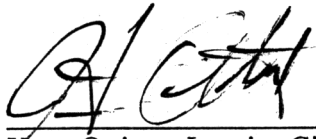
PASSED and ADOPTED this day of September, 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Cambell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



MEMORANDUM

To: The Honorable Members
of the City Council

Date: September 10, 2003

From: Shirley Gibson
Mayor

Subject: Temporary City
Clerk

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution regarding retaining the services of Mary Eagle to conduct select duties of the City Clerk on a temporary basis.

BACKGROUND

The City of Miami Gardens is currently in the process of filling the position of City Clerk. Until such time, it is necessary to retain the services of Mary Eagle on a temporary basis to perform selected duties of the City Clerk's position.

Ms. Eagle will be compensated at a rate of \$40 per hour for time worked during the period August 27, 2003 through September 30, 2003. As the City Council is aware, Ms. Eagle was introduced and provided services at the special meeting and workshop that was held on August 27, 2003.

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RETAINING THE SERVICES OF MARY EAGLE ON A TEMPORARY BASIS TO PERFORM SELECTED DUTIES OF THE CITY CLERK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is in the process of filling the position of City Clerk; and

WHEREAS, the City Council wishes to retain the services Mary Eagle on a temporary basis to perform selected duties of the City Clerk's position, as more specifically described in Exhibit "A", attached hereto and made a part of hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. **Approval.** The City Council hereby approves retaining Mary Eagle.

Section 2. **Authority of Mayor.** The Mayor is hereby authorized to execute said Agreement attached hereto as Exhibit "A".

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this day of September, 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Cambell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

Agreement Between the City of Miami Gardens and Mary Eagle

This Agreement is made and entered into this 27th day of August 2003, between the City of Miami Gardens, Florida (hereinafter the "City") and Mary Eagle (hereinafter the "Temporary City Clerk"), pursuant to the following terms and conditions.

Whereas, the City wishes to retain the services of Mary Eagle on a temporary basis to perform selected duties of the City Clerk; and

Whereas, Mary Eagle wishes to perform said duties under the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the City and the Attorney agree to the following:

Section 1. Duties. The Temporary City Clerk shall perform the following duties

1. Attend Council meetings and record all motions, votes, and actions. Prepare minutes of each meeting and review same for errors and confirmation of Council actions prior to submission for approval.
2. Record and attest all ordinances, resolutions, proclamations, contracts and deeds; administer oaths, and accept affidavits. Perform related work as required.

Section 2. Compensation.

The compensation shall be \$40 per hour and it shall be payable upon receipt of a properly documented invoice. Payment shall be made within 30 days of receipt of invoice.

Section 3. Term and Termination.

This Agreement shall commence upon execution and shall cover the period of August 27, 2003 through September 30, 2003, with the option to renew for an additional 90 days. Either party may terminate this Agreement at any time upon two (2) weeks notice. If Agreement is terminated, the Temporary City Clerk shall be compensated for work performed until the date of termination.

Section 4. Coordination of Services.

The City's representative/liaison during the performance of this Agreement shall be Mayor Shirley Gibson. The Temporary City Clerk shall not respond to requests for services under this Agreement unless the request is received directly from the Mayor or her designee, or City Council Members.

Section 5. Entire Agreement.

The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

Section 6. Severability.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

Section. 7. Waiver.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.

Section 8. Governing Law.

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

CITY OF MIAMI GARDENS

MARY EAGLE

Mayor Shirley Gibson

Witness

Witness

Date _____

Date _____



MEMORANDUM

To: The Honorable Members
of the City Council

Date: September 10, 2003

From: Shirley Gibson
Mayor

Subject: Appointment -
City Clerk

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution appointing Ronetta Taylor as City Clerk and providing the Mayor the authority to negotiate a contract with the City Clerk, subject to Council approval. Funds are available to cover this appointment.

BACKGROUND

On July 24, 2003, the City Council adopted Resolution No. 2003-12 authorizing the Mayor to conduct a search for a permanent City Clerk. The City Administration advertised for the City Clerk's position and presented all responses to the members of the City Clerk Selection Committee and the Mayor. Based on recommendations from the Selection Committee regarding candidates to be interviewed and interviews conducted by the Mayor, it has been determined that Ronetta Taylor possesses the necessary training and experience to perform the duties of City Clerk. Attached for your review, please find a copy of Ms. Taylor's credentials.

Funds are available to cover the appointment of the City Clerk.

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING RONETTA TAYLOR TO SERVE AS THE CITY CLERK OF THE CITY OF MIAMI GARDENS; PROVIDING THE MAYOR THE AUTHORITY TO NEGOTIATE A CONTRACT WITH THE CITY CLERK SUBJECT TO COUNCIL APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, by Resolution No. 2003-12, adopted on July 24, 2003 authorized the Mayor to conduct a search for a permanent City Clerk; and

WHEREAS, the City Administration has advertised for a City Clerk; and

WHEREAS, all responses to that advertisement have been received and considered by the members of the City Clerk Selection Committee and the Mayor; and

WHEREAS, Ronetta Taylor possesses the training and experience necessary to perform the duties of City Clerk; and

WHEREAS, the City Council wishes to appoint Ronetta Taylor as City Clerk at an annual salary of \$68,640.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. **Approval of Appointment.** The City Council hereby approves the appointment of Ronetta Taylor as City Clerk.

Section 2. **Authority of Mayor.** The Mayor is hereby authorized to negotiate a contract with Ronetta Taylor subject to City Council approval.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

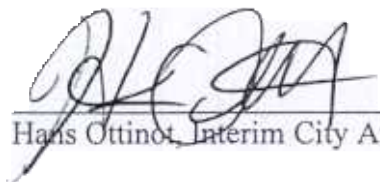
PASSED and ADOPTED this day of September, 2003

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**



Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

August 4, 2003

Cynthia W. Curry
CWC & Associates, Inc.
150 SE 2nd Avenue, Suite 913
Miami, FL 33131

Dear Ms. Curry:

I am submitting my resume for consideration for the position as City Clerk for the newly incorporated City of Miami Gardens, Florida.

My experience in the municipal clerk's office has spanned over a period of 22 years, with the last thirteen of those years as a professional City Clerk.

I received my Certified Municipal Clerk designation as prescribed by the International Institute of Municipal Clerks, June 15, 1994. In keeping with my educational and professional growth, I am taking the necessary steps to obtain my Master Municipal Clerk Certification, which is a six year process. I was accepted into the Master Municipal Clerk Academy, November 28, 2001, and will reach the next level by November 2003.

In addition, I am currently enrolled at Barry University pursuing my undergraduate degree in Public Administration. With the submission of my life experience portfolio I anticipate obtaining that degree no later than March 2004.

Thanking you in advance for your consideration of my application.

Sincerely,



Ronetta Taylor, CMC

Ronetta Taylor
1250 NW 197th Street
Miami, FL
305-652-5209

OBJECTIVE To obtain a challenging position as a Municipal Clerk of a newly incorporated city.

EDUCATION

Spring 2001-
Present Barry University, Miami Shores, FL
Bachelor of Public Administration Degree anticipated
March 2004

Accepted into Master Municipal Clerk
Academy (International Institute of Municipal
Clerk)

2000 – present Florida Institute of Government
aggressively seeking MMC [Master Municipal Clerk
designation] expected to reach first level December
2003

990-1993 Florida Institute of Government
Certified Municipal Clerk's Institute
CMC designation obtained June 1994

Athens University, Athens, GA
Executive Institute for Small Municipalities

1992 Florida International University, Miami, Florida
Executive Institute

1987-1989 Attended Florida International University, Miami, Florida
Earned credits toward Para-legal Certificate

1976-1978 Greater Hartford Community College, Hartford, CT
Earned credits toward Business Administration Degree

Miami Jackson Senior High School
Earned High School Diploma

EXPERIENCE

1995 – present Certified Municipal Clerk – City of South Miami, FL

Duties includes:

- Supervisor of Municipal Election
- Secretary to City Commission
- Provide Notary services
- Records Management
- Records Custodian
- Draft Ordinances and Resolutions
- Community Redevelopment Agency Sec. (CRA)
- Prepare City Commission Agenda
- Prepare CRA Agenda
- Transcribe City Commission Minutes
- Transcribe CRA Minutes
- Attends all City Commission Meetings/Workshops
- Boards and Committee Coordinator
- Financial Disclosure Coordinator
- Drafts Proclamation/Certificates of Appreciation
- Provide Legislative Support for Mayor/City Commission
- Accept service of court documents
- Responsible for Legal Advertisement
- Responsible for the posting of public notice
- Prepare and maintain City Clerk and City Commission Budget
- Codification of Ordinances
- Prepare After Action Summary of City Commission meeting
- Prepare, update and post Public Hearing/meeting schedule

1990-1994

Certified Municipal Clerk – City of Opa-locka, FL

Duties included:

- Supervisor of Municipal Election
- Secretary to the City Commission
- Notary Public Service
- Records Management
- Records Custodian
- Drafts Ordinances and Resolutions
- Agenda Coordinator
- Accepted service of court documents
- Boards and Committee Coordinator
- Responsible for Legal Advertisement

- Responsible for posting of Public Notices
- Prepared and maintained City Clerk & City Commission budgets
- Supervised Dial-a-ride Service
- Supervised Switchboard Operator
- Office Manager
- Deputy Voter Registrar
- Codification of Ordinances
- Preparing Press Releases

1989-1990

Assistant City Clerk – City of Opa-locka, FL

Duties included:

- Assisting the City Clerk with related duties
- Transcribed City Commission Minutes

1989-1989

Executive Secretary – City of Miami Beach, FL

City Manager's Office

Duties included:

- Provided support and secretarial services to Assistant to the City Manager
- Scheduled Administrative Hearings

1987-1989

Administrative Aide – City of Miami Beach, FL

City Clerk's Office

Duties included:

- Legal Advertisement
- Recorded legal documents
- Records Custodian of contracts and deeds file;
- Processed documents from City Commission meetings
- Codification of ordinances
- Transcribed City Commission minutes

1981-1987

Clerk Typist – City of Miami Beach, Florida

City Clerk's Office

Duties included:

- Assisted Administrative Aid with processing of documents from City Commission meetings
- Records Custodian of contracts and deed files
- Codification of ordinances

1978-1980

Administrative Secretary, West Hartford, CT

Child and Family Services

Duties included:

- Intake interview of clients
- Set Fee Schedule for incoming clients
- Transcribed Counseling Session
- Heavy phone and public contact

1976-1978

Administrative Assistant, Hartford, CT
Capitol Region Mental Health Center

Duties included:

- Intake interview of clients
- Processed monthly billing
- Scheduled appointments

1975

Clerk, Hartford, CT
State of Connecticut – Welfare Department

Duties included:

- Processing of recipient monthly billing
- Heavy filing

1974-1975

Clerk, Miami, FL
Jackson Memorial Hospital – Medical Records Dept.

Duties included:

- Pulling Medical Records for clinic appointments
- Filing of medical records
- Assembled medical charts

SPECIAL SKILLS

Proficient in Microsoft 2000
Knowledgeable in Internet Use
Superior Communication Skills
Knowledgeable in general office practices and procedures
Ability to work cohesively with elected officials, department heads and general public
Thorough knowledge of local/state rules and regulations as they relate to municipal government

Professional Affiliations:

1990 - present Active Member of International Institute of Municipal Clerks
1990 - present Active Member of Florida Association of Municipal Clerks

1996 – present	Active Member of Miami-Dade County Municipal Clerks Association.
1990 – 1994	National Forum of Black Public Administrators
Community Involvement	Member of South Miami Alliance For Youth Member Greater Miami YWCA Friends of Bass Museum Member H.O.P.E.
REFERENCES	Available upon request

International Institute



Municipal Clerks

Hereby Confers Membership In The

Master Municipal Clerk Academy

Upon

RONETTA TAYLOR, CMC

In Fulfillment Of Requirements Prescribed By The
International Institute Of Municipal Clerks.

Certified This 28TH Day Of NOVEMBER A.D. 2001

IIMC President

The
International
Institute of



of
Municipal Clerks

has conferred the title of

Certified Municipal Clerk

upon

Ronetta Taylor, CMC

who has completed the requirements prescribed by the
International Institute of Municipal Clerks for Certification.

Certified this 15th day of July A.D. 19 94

Wm. E. Richard

President

THE UNIVERSITY OF
THE SOUTH ALABAMA
SCHOOL OF PUBLIC AFFAIRS



This certifies that

Ronetta Taylor

has successfully completed the

*Institute of Government
Executive Development Program*

December 12, 1992

Allan Rosenbaum

Allan Rosenbaum
Dean
School of Public Affairs and Se

William J. Davis

William J. Davis
Director
Institute of Government

FLORIDA INTERNATIONAL UNIVERSITY

FLORIDA INSTITUTE OF GOVERNMENT

THIS IS TO CERTIFY THAT

Ronetta Taylor

HAS SUCCESSFULLY COMPLETED

Records Management Certification

Director



Date

January 23, 1997

"Committed to Enhancing your Training Development Needs"



City of South Miami

JULIO ROBAINA
MAYOR

Excellence, Integrity, Inclusion

6130 SUNSET DRIVE
SOUTH MIAMI, FLORIDA 33143
TEL: (305) 663-6341 • FAX: (305) 663-6348
E-Mail: MayorJRobaina@cityofsouthmiami.net

The State of the City

Honorable Julio Robaina

Mayor, City of South Miami

January 14th, 2002

Good evening - Vice Mayor, Members of the City Commission, Elected Officials, Distinguished Guests, Residents and Staff of the City of South Miami. It is an honor for me to present the 4th Annual State of the City Address.

This past year has been a year of incredible extremes. The highest point for the City of South Miami was June 23rd - the day our City was named an All-America City by the National Civic League. Designation as an All-America City is the highest honor a City can receive. The award recognizes the efforts of the top 10 cities in America in serving the needs of their citizens and community.

2002, as I mentioned, was unfortunately a year of extremes. The lowest and most difficult point for South Miami, and the nation, was September 11th. On that day our City joined the rest of our country, and indeed the world, in reacting to the tragic events in New York and Washington.

The tradition at the State of the City is to begin the evening by recognizing individuals who serve our community. I would like to continue that tradition by recognizing the men and women of the South Miami Police Department whom were among the first to respond to the call for assistance from New York City. South Miami is extremely proud to have been able to send a contingent of ten of our officers to New York immediately after the attacks. These courageous men and women represented all of the dedicated men and women of the Department and exemplify our commitment to excellence and public service. I would ask each of them to stand as I call their names:

Assistant Chief Greg Feldman
Lieutenant John Barzola
Officer Sheila Scanlon
Officer Robert Burchell
Detective Michael Strofance

Assistant Chief Michael Mills
Sergeant Larry Corbin
Officer Norma Waterman
Officer Michael Vargas
Officer Sam Velez

The accomplishments of our Police Department, and in fact all of the accomplishments that we will talk about tonight, would not be possible without my colleagues on the City Commission. We are a Team that knows how to work together and get things done for the citizens of South Miami. I am truly honored to serve with such an outstanding group of dedicated, hard working and distinguished public servants. Please join me in recognizing:

Vice Mayor Horace Feliu
Commissioner David Bethel
Commissioner Mary Scott Russell
Commissioner Randy Wiscombe

South Miami



We are equally blessed by an incredibly talented group of professionals. Our City Attorney Earl Gallop and his colleagues continue to not only provide excellent legal work but they have taken the lead in our pioneering legislation initiatives. Our City Clerk, Ronetta Taylor, has recently been named to the Master Municipal Clerk Academy, the highest level of certification a City Clerk can attain.

Our City Administration, led by our exceptionally talented City Manager Charles Scurr, continues to provide the Excellence, Integrity and Inclusion that has made South Miami an All-America City. Becoming an All-America City did not happen by accident. It happened in large part through the incredible efforts of our hard working employees. We are blessed to have what I believe is the finest Team of public administrators in Miami-Dade County. Please join me in recognizing our senior management team including:

- Assistant City Manager Subrata Basu;
- Assistant to the City Manager Ralph Rosado;
- Police Chief Cokes Watson;
- Assistant Chiefs Mike Mills and Greg Feldman;
- Park & Recreation Director Ana Garcia;
- CRA Director Greg Oravec;
- Finance Director Hakeem Oshikoya;
- Parking Director Ron Stroyne;
- Public Works Director Orlando Martinez;
- Capital Improvements Director Ajibola Balogun;
- Planning Director Richard Lorber;
- Building Director Sonia Lama;
- Human Resources Director Jeannette Navarro;
- Purchasing Director Kathy Vazquez; and
- MIS Manager Gremaf Reyes.

It is also important that I recognize the many individual citizens, quite a few of who are here tonight, that serve on the City's Boards and Committees. The City is grateful and indebted to you for your service.

Tonight would not be possible without the support of some positive people and organizations in our community. A very special thanks to South Miami Hospital and Wayne Brackin. The hospital has underwritten all of the expenses for tonight's event so that 100% of your ticket proceeds could go to our four designated groups – the South Miami Hospital Child Development Center, Abilities of Florida, the South Miami Alliance for Youth and Recording for the Blind and Dyslexic. Special thanks to George Lakis and George Carvalho for the tremendous video presentation and to Bruce Roellke for tonight's catering. Special recognition should also go to Michael and Grant Miller for underwriting the invitation and program and the members of our Organizing Committee including Rhonda Sibilia, Curtis Sibley, Ann Hampton, Donna Masson, Eddie Mendoza, Lydia White and David Silver. Special thanks to Maria Garcia and Maria Stout-Tate for handling the logistics and planning.

Accomplishments

The State of the City Address is, in part, a review of the City's accomplishments. As we started to list these accomplishments I must confess that I was overwhelmed. I was overwhelmed by just how much this City of only 10,700 people has been able to accomplish. As I tried to shorten the list I realized that I was doing a disservice to the many people of our community who have worked so hard to make each one of these accomplishments a reality. Please join me on a journey of our collective accomplishments through the past several years.

All-America City – The City of South Miami was selected as an "All-America City". This award, conferred by the National Civic League, is the most prestigious award a city can receive. The last time a city in Miami-Dade County received this award was 50 years ago.

Excellence, Integrity and Inclusion. The achievement of Excellence, Integrity and Inclusion has been the theme of the City. A key component of this approach has been the creation of an environment of stability,

CERTIFICATE OF

Appreciation

The Miami-Dade County Office of the Mayor
and Board of County Commissioners

Ronetta Taylor

Unsung Shero

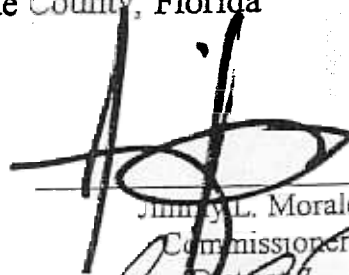
Helen B. Bentley Family Health Center, Inc.

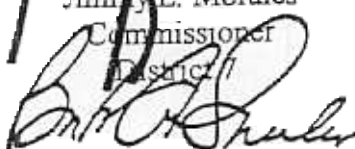
First Annual Salute to Women of Excellence & Health Forum

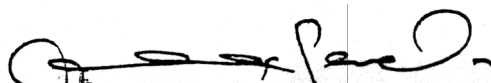
As Commissioner and on behalf of the Mayor, the Board of County Commissioners, and the residents of Miami-Dade County, I take great pleasure in presenting this Certificate of Appreciation to you in recognition of your valuable contributions to our community.

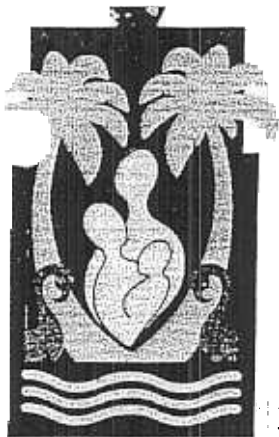
On this, the 29th day of the month of March 2003, in
Miami-Dade County, Florida




Jimmy L. Morales
Commissioner
District 7


Dr. Barbara Carey-Shuler
Chairperson





Helen B. Bentley

Family Health Center, Inc.

3090 S.W. 37th Avenue
Coconut Grove, FL 33133
PHONE: (305) 447-4950

PRESIDENT AND
CHIEF EXECUTIVE OFFICER
Caleb A. Davis

FOUNDING MEMBERS
Helen B. Bentley
Dr. Carl E.B. Mckenry
Leon G. Robinson
Chairman Emeritus
Lottie B. Woods

BOARD OF DIRECTORS

OFFICERS

Eleni Sfakianaki, M.D.
Chairperson

Gene S. Tinnie
Vice Chairperson

Larry Ligammaro
Treasurer

Humberto Rivero
Secretary

Members:

Ruly Ballina
Donald J. Butler
Isabel Vais Collieran, P.A.
Dr. Vivian Gonzalez-Diaz
Dr. Lily Mantelle
Dr. Javier Maribona
Joyce M. Price
Frankie S. Rolle
Pinky Sands
Dr. R. Paul Young

March 7, 2003

Ms. Ronetta Taylor, City Clerk
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

Dear Ms. Taylor:

The months of February and March house two most important observations—it's a time to reflect on the contributions of African Americans in today's society, and a time to recognize women for the Herculean tasks they undertake on a daily basis and their unflagging, tireless efforts to make this world a better place in which to live.

For these and other reasons The Helen B. Bentley Family Health Center has set aside Saturday, March 29th, 2003, to recognize and honor the significant contributions of African American women within the Coconut Grove and South Miami communities. After careful consideration, several women were selected for their contributions and are being honored and recognized. It is our great pleasure to inform you that you have been selected among our honorees and we congratulate you on your exceeding good works. Mrs. Helen B. Bentley, for whom our health center is named, established the standard through her humanitarian and devoted services within the Coconut Grove community, through the years.

This auspicious event in the newly renovated Elizabeth Virrick Park facilities, 3255 Plaza Street, Coconut Grove, serves to accomplish a two-fold purpose. First, it will address via a selected panel of medical professionals the health disparities among African Americans. Dr. Thomas Garvin, a Coconut Grove native and local physician, will join with other African-American health professionals to provide in-depth discussions and a question and answer period in an informal setting. A continental breakfast will be served prior to the 11:00 a.m. starting time.

Second, and immediately following the educational forum, a complimentary luncheon hosted by The Honorable Barbara Carey-Schuler, Chairperson of the Metro Dade County Commission, will be convened. Our honorees will be presented and recognized at that time. Our theme: "Hands That Rock The Cradle: Reducing Health Disparities in the African American Community", is the background for this awards presentation.



A United Way Agency



For additional information and to RSVP, please contact Ms. Beverly Hepburn, Administrative Support Services Manager, at (305) 351-1315. We look forward to sharing an inspiring afternoon with you, your families, and your colleagues in great appreciation for all your contributions to our communities.

Sincerely,

A handwritten signature in dark ink, appearing to read "Caleb A. Davis", written over a light gray circular background.

Caleb A. Davis
President/CEO

City of Miami Gardens

17881 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

The Honorable City Council

From: Mayor Shirley Gibson

Date: September 0, 2003

SUPPORT OF "COEXISTENCE" ART EXHIBIT

RECOMMENDATION

It is recommended that the City Council approve the attached resolution.

REASONS

"Coexistence" is an international, juried, thought-provoking, billboard-size, outdoor art exhibition created by more than 40 artists from around the world and produced by the Museum of the Seam for Dialogue, Understanding & Coexistence in Jerusalem. It has been hosted in other global cities, including Jerusalem, Belfast, Luxembourg, Sarajevo, Bern, Berlin, Copenhagen, Zurich, Cape Town, Vienna, and Amsterdam. Coexistence is currently touring the world and is scheduled to be in Miami, as the first exhibit city in North America, from Sunday, November 2 through Sunday, December 7, 2003 at the Miami-Dade College Wolfson Campus, in celebration of the 20th Anniversary of the Miami Book Fair International.

At this time, we are not able to provide financial support to this project, like other cities may. However, the adoption of this resolution clearly shows that the City is supportive of the Coexistence art exhibit.

August 21, 2003

The Honorable Shirley Gibson
City of Miami Gardens
17801 N.W. 2nd Ave., Suite 201
Miami Gardens, FL 33169

Dear Mayor Gibson:


Thank you for taking the time to meet with us last Wednesday, August 13, 2003 at the North Dade Chamber. We were very encouraged by your enthusiasm for this exciting project and we are honored to have your support.

We thank you for your commitment to pursue the \$2,500 contribution with your City Council to help support the educational component. As your new municipality does not yet even have a budget, we understand the depth of your efforts and hope that the Council concurs in your judgment regarding the importance of the Coexistence project. This money will be used to buy two mini-exhibition workshop kits for the schools in your community or for any other opportunity to employ art to create a social space to encourage a dialogue on diversity and community coexistence. To facilitate your efforts, we have enclosed a proposed resolution to garner the support of the Council.

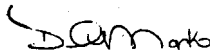
As the leader of one of the largest minority communities in Miami-Dade County and its third-largest city, we believe you have a prominent role to play in the development of the Coexistence project. We also think that your moral voice is critical to continuing the dialogue that we hope the project will bring. We will keep you informed as the project progresses and look forward to working with you.

Thank you for your consideration.

Sincerely,



Andre' Williams
Miami Fellows Initiative Class I



David Marko
Miami Fellows Initiative Class II



Abbey Chase
Miami Fellows Initiative

Honorary Co-Chairs

Hon. Barbara Carey-Shuler
*Miami-Dade Board of
County Commissioners*

Dr. Eduardo Padrón
Miami-Dade Community College

Aaron Podhurst
Miami Art Museum

Ruth Shack
Dade Community Foundation

Mayoral Honorary Committee

Hon. Alex Penelas
Miami-Dade County

Hon. Manny Diaz
City of Miami

Host Committee

Alejandro Aguirre
Diario Las Americas

Dorothy Fields
The Black Archives/Lyric Theater

Jim Howe
*National Conference
for Community & Justice*

Alberto Ibargüen
The Miami Herald

Alina Interián
*Florida Center for the Literary Arts
at Miami-Dade Community College*

Gepsie Metellus
Sant La Haitian Neighborhood Center

Hon. Jimmy Morales
Dade Community Foundation

Jorge Mursuli
People for the American Way

Athalie Range
Range Funeral Homes

Michael Spring
Miami-Dade Cultural Affairs Department

Project Manager

Abbey Chase
Miami Fellows Initiative
1320 South Dixie Highway, Suite 841
Coral Gables, FL 33146
p: 305.663.1222, f: 305.661.2221
www.miamifellows.org

MIAMI BOOK FAIR INTERNATIONAL

Nov. 2, 2003 – Nov. 9, 2003
www.miamibookfair.com

COEXISTENCE EXHIBITION

by the Museum on the Seam in Jerusalem
Nov. 2, 2003 – Dec. 7, 2003
www.mots.org.il

coexistence
MIAMI

AN INTERNATIONAL ART EXHIBITION INITIATED BY MUSEUM ON THE SEAM, JERUSALEM
PRESENTED BY DADE COMMUNITY FOUNDATION'S MIAMI FELLOWS INITIATIVE & MIAMI-DADE COLLEGE, WOLFSON CAMPUS
NOVEMBER 2 - DECEMBER 7, 2003

RESOLUTION NO. 2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING "COEXISTENCE", AN INTERNATIONAL OUTDOOR ART EXHIBIT PRESENTED BY THE DADE COMMUNITY FOUNDATION'S MIAMI FELLOWS INITIATIVE AND MIAMI-DADE COLLEGE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coexistence is an international, juried, thought-provoking, billboard-size, outdoor art exhibition created by more than 40 artists from around the world and produced by the Museum of the Seam for Dialogue, Understanding & Coexistence in Jerusalem; and

WHEREAS, Coexistence is currently touring the world and is scheduled to be in Miami, as the first exhibit city in North America, from Sunday, November 2 through Sunday, December 7, 2003 at the Miami-Dade College Wolfson Campus; and

WHEREAS, Coexistence has been hosted in other global cities, including but not limited to, Jerusalem, Belfast, Luxembourg, Sarajevo, Bern, Berlin, Copenhagen, Zurich, Cape Town, Vienna, and Amsterdam; and

WHEREAS, Coexistence will be showcased on the grounds of Miami-Dade College, Wolfson Campus, in downtown Miami, in celebration of the 20th Anniversary of the Miami Book Fair International; and

WHEREAS, Coexistence will bear giant images having a powerful impact on the City of Miami Gardens and South Florida and further providing visitors an opportunity to reflect on the community's differences and similarities and thus helping the City's communities to affirm their core values regarding tolerance and respect for others; and

WHEREAS, the Dade Community Foundation's Miami Fellows Initiative and Miami-Dade College are spearheading the installation of the Exhibit in conjunction with many community organizations and the arts community; and

WHEREAS, art is seen as a language with no boundaries and thus the Coexistence Exhibit is expected to speak to all nationalities, all ethnicities, all religions and all ages throughout the community; and

WHEREAS, Coexistence will also encompass other community wide activities, including but not limited to, proclaiming the month of November "Coexistence" month, school field trips to the exhibition for public & private schools, classroom workshops regarding the Coexistence curriculum, art competition in public/private schools & universities, local professional artists' competition, roundtable/town hall meetings, faith-based conversations, other interactive activities and conversations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOW:

Section 1. **Expression of Support.** The City Council of the City of Miami Gardens is fully supportive of "Coexistence," and international outdoor art exhibit.

Section 2. **Transmittal of Resolution.** The City Manager is hereby directed to ensure that a copy of this resolution is provided to the Miami Fellows Initiative.

Section 3. **Effective date.** This Resolution shall become effective upon adoption.

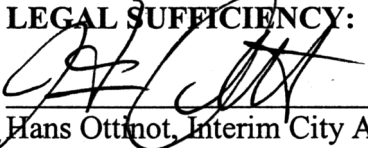
PASSED and ADOPTED this 10th day of September 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Hans Ottmott, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)

City of Miami Gardens

17881 NW 2nd Avenue, Suite 201
Miami Gardens, Florida 33169

Mayor Shirley Gibson
Vice Mayor Aaron Campbell
Councilman Melvin Bratton
Councilman Oscar Braynon II
Councilwoman Audrey King
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

The Honorable City Council

From: Mayor Shirley Gibson

Date: September 10, 2003

SUPPORT OF MIAMI AS PERMANENT LOCATION OF THE FTAA TRADE SECRETARIAT

RECOMMENDATION

It is recommended that the City Council approve the attached resolution.

REASONS

The Free Trade Area of the Americas (FTAA) is a non-profit corporation, which supports hemispheric free trade and efforts to bring the permanent Secretariat of the FTAA to Miami, the business capital of the Americas. The idea of a comprehensive Western Hemisphere free trade zone began with the Enterprise Initiative for the Americas in 1990 and at the first Summit of the Americas held in 1994. Successful negotiation and ratification of such a free trade area would mean significant reduction of trade barriers and lend impetus to the future dynamics in hemispheric commerce that would be of great benefit to Florida's economy.

ADDITIONAL INFORMATION

South Florida is home to 2100 multicultural companies, 25 Foreign Trade Offices, and 40 bi-national chambers of commerce. Forty shipping lines through Miami connect 360 ports in 130 countries around the world, and Miami International Airport is the top U.S. airport for international travelers to and from Latin America. Over half of

MDCLC

MIAMI-DADE COUNTY LEAGUE OF CITIES, INC.
7480 Fairway Dr., Ste. 206, Miami Lakes, FL 33014
TELEPHONE: 305.557.1722 FAX: 305.821.5228

EXECUTIVE DIRECTOR
MIAMI-DADE COUNTY LEAGUE OF CITIES, INC.
SHIRLEY GIBSON
HOMER E. LEMMON

OFFICERS

Premier
HON. JULIO ROSANA
Council President, Hialeah
First Vice President
HON. MARY SCOTT RUSSELL
Vice Mayor, South Miami
Second Vice President
HON. JAY R. CHERNOFF
Councilman, North Miami Beach
Third Vice President
HON. DAISY BLACK
Councilwoman, B. Aventura
Secretary
HON. ISAAC SILVER
Vice Mayor, Bay Harbor Islands
Treasurer
HON. LESLIE BOWNE
Councilman, Pinecrest

BOARD OF DIRECTORS
HON. JEFFREY M. PERLOW
Mayor, Aventura
HON. BY ROTH
Vice Mayor, B. Harbor
HON. PETER LYNCH
Councilman, Bay Harbor Islands
HON. RICHARD GOSSEN
Mayor, Broward Park
HON. DON SLESICK, Jr.
Mayor, Coral Gables
Vice

THE DORS
HON. AUDREY EDMONDSON
Mayor, B. Park
HON. JUANITA SMITH
Councilwoman, Florida City
HON. AL PARRIAS
Councilman, Golden Beach
HON. EDUARDO GONZALEZ
Councilman, Hialeah
HON. YOCET DE LA CRUZ
Mayor, Hialeah Gardens
HON. STEVEN B. LOSHER
Vice Mayor, Hialeah
HON. APPE MEROUGH
Mayor, Indian Creek
HON. JAMES L. PETERS
Councilman, Key Biscayne
HON. JACK MORROW
Mayor, Midway
HON. MANUEL A. DIAZ
Mayor, Miami
HON. JIMMY L. MORALES
Commissioner, Miami-Dade County
HON. BETSY KARLAS
Vice Mayor
Miami-Dade County School Board
HON. RICHARD STEINBERG
Commissioner, Miami Beach
HON. SHIRLEY GIBSON
Mayor, Miami Gardens
HON. WAYNE BLATON
Mayor, Miami Lakes
HON. JIM MCCOY
Mayor, Miami Springs
HON. BILLY GAIN
Mayor, Miami Springs
HON. ALAN DORRIS
Mayor, North Bay Village
HON. MICHAEL RLYNN
Councilman, North Miami
HON. RAYMOND F. MARTIN
Councilman, North Miami Beach
HON. MYRA TAYLOR
Mayor, Opa-Locka
HON. EUGENE FLINN
Mayor, Palmetto Bay
HON. LIA KUFFMAN
Vice Mayor, Sunny Isles Beach
HON. MELBA MANERO
Commissioner, Surfside
HON. MANUEL MARCÃO
Mayor, Sweetwater
HON. JULIO A. POLON
Councilman, Virginia Gardens
HON. VERA YEDRA CHRUZCZ
Mayor, West Miami

STAFF

HON. RAUL L. MARTINEZ
Mayor, Midway
HON. JEFFREY A. MORGAN
Mayor, North Miami Beach
HON. R. S. SHIVER
Mayor, Florida City
HON. DANIEL S. TRANTLEFF
Mayor, B. Harbor

TO: Municipalities and Miami-Dade County

From: Russ Marchner, Executive Director
Miami-Dade County League of Cities, Inc.
305.557.1722

RE: Resolution to promote Miami as the Natural Location for the
Secretariat of the Free Trade Area of the Americas (FTAA)

Date: August 27, 2003

Please consider a resolution on behalf of the above subject because of its
importance in supporting the Free Trade Area of the Americas (FTAA).
(Sample Resolution Enclosed)

This League and the Florida League of Cities have recently adopted similar
Resolutions.

Please send your adopted Resolution to our office located at 7480 Fairway
Drive, Suite 206, Miami Lakes, FL 33014.

Thank you!

the U.S. international trade with Latin America and the Caribbean flows through Miami.

Numerous top state government and business leaders, as well as many individual companies, support this initiative, and a conceptual design of the building that would house the FTAA Permanent Secretariat has been designed.

RESOLUTION NO.2003-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA SUPPORTING THE FLORIDA FTAA'S EFFORTS TO PROMOTE MIAMI AS THE NATURAL LOCATION FOR THE PERMANENT SECRETARIAT OF THE FREE TRADE AREA OF THE AMERICAS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the recent history of a comprehensive Western Hemisphere free trade zone began with the Enterprise Initiative for the Americas proposed by President George Bush in 1990, and at the first Summit of the Americas, held in Miami during December of 1994, a 2005 target date was approved for the establishment of the Free Trade Area of the Americas (FTAA); and

WHEREAS, successful negotiation and ratification of such a free trade area would mean significant reduction of trade barriers and lend impetus to the future dynamics in hemispheric commerce that would be of great benefit to Florida's economy; and

WHEREAS, during the VII American Business Forum in Quito Ecuador, Florida FTAA delegates explained Miami's business, infrastructure and cultural advantages to Latin American and Caribbean government representatives; and

WHEREAS, for the first time, a conceptual design of the building that would house the FTAA Permanent Secretariat has been designed and presented; and

WHEREAS, Miami is the business capital of the Americas; and

WHEREAS, South Florida is home to 2100 multicultural companies, 25 Foreign Trade Offices, and 40 bi-national chambers of commerce; and

WHEREAS, over half of U.S. international trade with Latin America and the Caribbean flows through Miami; and

WHEREAS, 40 shipping lines through Miami connect 360 ports in 130 countries around the world, and Miami International Airport is the top U.S. airport for international travelers to and from Latin America; and

WHEREAS, the Florida FTAA is a non-profit corporation, which supports hemispheric free trade and efforts to bring the permanent Secretariat of the FTAA to Miami, supported by Governor Jeb Bush, top state leaders in business and government, Enterprise Florida, Inc., individual companies and associations statewide;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOW:

Section 1. **Expression of Support.** The City Council of the City of Miami Gardens fully supports the location of the FTAA Permanent Secretariat in Florida due to the many benefits it will bring in increased trade, business and economic development to all points in the state.

Section 2. **Transmittal of Resolution.** The City Manager is hereby directed to ensure that a copy of this resolution is provided to Governor Jeb Bush, and the Chairs and Vice-Chairs of the state legislative committees over international trade, Enterprise Florida, Inc. and the Florida FTAA, Inc.

Section 3. **Effective date.** This Resolution shall become effective upon adoption.


PASSED and ADOPTED this 10th day of September 2003.

Shirley Gibson, Mayor

ATTEST:

_____, Acting City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Hans Ottinot, Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Shirley Gibson	(Yes)	(No)
Vice Mayor Aaron Campbell	(Yes)	(No)
Councilman Melvin L. Bratton	(Yes)	(No)
Councilman Oscar Braynon II	(Yes)	(No)
Councilwoman Audrey King	(Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	(No)
Councilwoman Barbara Watson	(Yes)	(No)



08/20/2003

CITY OF MIAMI GARDENS

Transition Status Report

ACTIVITY	EXPECTED DATE OF COMPLETION	STATUS	COMMENTS
Budget Workshop	09/08/2003	Pending	
Charter/Rules of Procedure Workshop	08/27/2003	Completed	
City Seal/Logo		Pending	*Above seal is generic – Direction from Council
City Zip Codes	ASAP	Discussions in progress with US Postal rep from the Address Management Office	
City Web Page	08/31/2003	Domain name acquired; email addresses identified; website fully functional	
Communications Services Tax (Add-on)	8/27/03	Emergency Ordinance Approved	Submitted to DOR
Communication Services Tax	Public hearing 08/20/2003	First reading 08/07/2003	Submitted to DOR
Conduct Sunshine Law and Ethics Workshop	07/31/2003	Completed	
Creation of Local Planning Agency		Pending	Direction from Council
Development and approval of FY 2003-04 Budget	First reading 09/10/2003 Public hearing 09/24/2003	In progress	
Development and approval of Transition Budget	Public hearing 09/10/2003	In progress	First Reading held on 8/20/03
Development of Council Agenda Retrieval Sites	08/20/2003	Approved	Delivery executed at previously identified sites
Development of Ad Policy	08/20/2003	Approved	
Establishment of Accounts at Public Depository, "Notice to the State Treasurer"	Account established	Completed Bank Name: Wachovia	
Filing of State Revenue Sharing Application FY2003-04	Submitted on 07/24/2003	Approved by the Florida Department of Revenue	

ACTIVITY	EXPECTED DATE OF COMPLETION	STATUS	COMMENTS
Identification of space for permanent City Hall	12/15/2003	In progress	
Insurance coverage for Elected Officials (Errors and Omissions – General Liability)	Approved 07/24/2003	Binder received	
Interlocal Agreement – Master	09/03/2003	Development/negotiation stages	Charter allows 180 days from swearing in of officials to execute agreement. The possibility exists that negotiations could extend beyond 09/30/2003
Interlocal Agreement – Police Agreement	09/03/2003	Development/negotiation stages	Charter allows 180 days from swearing in of officials to execute agreement. The possibility exists that negotiations could extend beyond 09/30/2003
Interlocal Agreement – Specialized Police Services	09/03/2003	Development/negotiation stages	Charter allows 180 days from swearing in of officials to execute agreement. The possibility exists that negotiations could extend beyond 09/30/2003
Rules of Procedures	09/10/2003	First Reading	
Search for City Attorney	11/30/2003	Process to begin shortly	
Search for City Clerk	09/10/2003	Presentation of Candidate to Council 9/10/2003	
Search for City Manager	11/15/2003	Recommendation of Ex. Search Firm to Council 9/10/2003	
Street Signage (State Dept. of Transportation)	ASAP	Pending	
Tax Exemption and Identification Number	07/24/2003	Completed	
Utility Tax Utilization	Public Hearing 08/20/2003	First reading 08/07/2003	
Zoning Workshop I	08/14/2003 (Workshop)	Completed	
Zoning Workshop II	9/23/2003 (Tentative)		Mock Zoning Hearing
Zoning Ordinance 9/10/03	9/10/2003	First Reading	



MEMORANDUM

To: The Honorable Mayor and
Members of the City Council

Date: September 10, 2003

From: Cynthia W. Curry
Interim City Manager

Subject: Transitional Services
(BellSouth/Misc)

RECOMMENDATION

This memorandum serves to request ratification by the Council of the Interim City Manager's Report regarding the utilization of BellSouth as the City's provider of telephone service until a more permanent office configuration is determined, as well as the ratification of other actions as referenced below in the miscellaneous section of this memorandum. Funds are available in the City's budget to cover these transitional services.

BACKGROUND

Telephone Service:

Based upon earlier reports by staff regarding phone service for the Administrative Offices, Council is aware that the configuration of the offices has changed. The configuration is as follows: each Council Member has been assigned his or her own office line and voicemail. In addition there is a main number for the City, a line for the Interim City Manager, the Transition Coordinator, the Administrative Coordinator and the fax/DSL line. This re-configuration required an additional 3 phone lines. In order to activate the lines in the temporary space, BellSouth was utilized.

Miscellaneous

Other services have been secured in order to facilitate the efficient operation of the Administrative Offices:

- Lanier for copy services
- Copius International for the assembly of office furniture
- Miami-Dade County Information Technology Department to assist in setting up Computers/Server, and plotting and production of maps for each Council Seat
- World Courier
- Federal Express